

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

IN RE MERCEDES-BENZ EMISSIONS
LITIGATION

Civil Action No. 2:16-CV-881 (KM)(ESK)

**DECLARATION OF STEVE W.
BERMAN IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL**

I, Steve W. Berman, declare and state as follows:

1. I am the Managing Partner of Hagens Berman Sobol Shapiro LLP and part of the Co-Lead Counsel team for Plaintiffs in this case. This Declaration is based on my personal knowledge, and if called upon to do so, I could and would testify competently thereto.

2. I previously submitted a declaration in support of preliminary approval of the Mercedes Settlement. *See* Dkt. No. 299-2 (the “Mercedes Declaration”). This declaration is submitted in support of Plaintiffs’ motion for preliminary approval of the Bosch Settlement, and I echo below the comments made in my Mercedes Declaration.

3. This has been a hard-fought litigation marked by all Defendants’ stiff resistance, including the Bosch Defendants, and litigation of so many issues that identifying them all here would be impractical.

4. The first complaint kicking off this litigation was filed in 2016. It was the result of an in-depth investigation conducted by counsel, which retained technical diesel emissions experts who tested several Mercedes BlueTEC II vehicles.

5. The current operative complaint—which is the Fifth Consolidated and Amended Class Action Complaint—is the product of an iterative process in response to multiple motions to dismiss by Defendants. Plaintiffs largely survived four motions to dismiss filed by Defendants.

6. Myriad discovery disputes followed. In April 2019, the Court appointed as Special Master the Honorable Dennis Cavanaugh (Ret.), who played a very active role in resolving discovery disputes and frequently holding case management and discovery conferences. Approximately 20 discovery motions were briefed. The disputes included whether statutory European privacy protections applied to litigation in the United States; the scope of custodians to be searched by Defendants for responsive documents; the manner and scope of electronic searches, including whether Technology-Assisted Review would be utilized; the scope of “clean diesel” discovery and Bosch productions from other litigation; several miscellaneous motions to compel directed at Defendants; and defense motions to compel Plaintiffs. Some of these issues required multiple rounds of briefing.

7. Notwithstanding the challenges that Plaintiffs faced in obtaining discovery from Defendants in this case, we were able to obtain fulsome discovery. Indeed, sufficient discovery was obtained to fully inform Plaintiffs’ Co-Lead Counsel’s decision to enter into and recommend the Settlement with the Bosch Defendants.

8. Plaintiffs served 91 Requests for Production on the Mercedes Defendants and another 59 requests on the Bosch Defendants. Plaintiffs served subpoenas on 11 third parties. The Mercedes and the Bosch Defendants produced

approximately 43,920 documents comprising more than 331,000 pages. Plaintiffs set up extensive review teams to review and code the documents, a process that sifted the documents into “cold,” “warm,” and “hot” categories and quickly identified the documents that were most relevant to proving Plaintiffs’ legal claims and damages. In addition, Plaintiffs’ experts reviewed much of the technical discovery that was produced and helped guide our trial preparations.

9. Depositions had been taken before the Parties reached the proposed Settlement with the Bosch Defendants. Plaintiffs took Rule 30(b)(6) depositions of Mercedes-Benz USA, LLC and Robert Bosch GmbH, respectively, while Defendants took the depositions of five Plaintiffs.

10. Settlement with the Bosch Defendants was reached after extensive mediation efforts. After the Mercedes Settlement was announced, Plaintiffs and the Bosch Defendants began mediation efforts with retired Judge Edward A. Infante. Mediation efforts also entailed additional calls between the Parties.

11. Attached as Exhibit A hereto is a true and correct copy of the Class Action Settlement Agreement and Release, along with all of its exhibits.

12. The proposed Settlement adds to the compensation already provided Class Members by the Mercedes Settlement and is a favorable resolution for the Class that avoids the substantial risks and expense of continued litigation, including the risk of recovering less than the Settlement amount, or nothing at all, from the Bosch Defendants. The proposed Settlement Agreement resulted from arm’s-length, good faith negotiations between and among experienced counsel under the auspices of a

respected and experienced mediator, Judge Infante. It provides a fair, reasonable, and adequate resolution of this litigation, which will substantially reduce costs and the expenditure of resources, eliminate the risk of uncertain litigation outcomes, and prevent further delay in remedying the harms suffered by Class Members. Furthermore, this Settlement, not only resolves Plaintiffs' claims but also facilitates the end of the Bosch Defendants alleged participation in the misconduct resulting in unlawfully manipulating the emissions systems in the Subject Vehicles. Co-Lead Counsel fully recommend the Settlement and respectfully request that the Court grant preliminary approval.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on October 16, 2020, in Seattle, Washington.

/s/ Steve W. Berman

Steve W. Berman

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE MERCEDES-BENZ EMISSIONS
LITIGATION

Civil Action No. 16-881 (KM) (ESK)

Motion Date: []

ELECTRONICALLY FILED

ORAL ARGUMENT REQUESTED

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE (BOSCH)

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TABLE OF CONTENTS

1.	THE PROPOSED SETTLEMENT	3
2.	DEFINITIONS.....	3
3.	ORDER APPROVING NOTICE	14
4.	CLASS MEMBER COMPENSATION AND REMEDIES.....	15
5.	CLASS CLAIMS PROCESS AND ADMINISTRATION	18
6.	REQUESTS FOR EXCLUSION.....	18
7.	OBJECTIONS TO THE SETTLEMENT.....	19
8.	DUTIES OF THE SETTLEMENT ADMINISTRATOR.....	21
9.	SECTION LEFT INTENTIONALLY BLANK	22
10.	RELEASE AND WAIVER	22
11.	ESCROW ACCOUNT.....	29
12.	ATTORNEYS' FEES AND EXPENSES.....	30
13.	AGREEMENT TO COOPERATE TO EFFECTUATE SETTLEMENT.....	31
14.	MODIFICATION OR TERMINATION OF THIS CLASS ACTION AGREEMENT....	32
15.	REPRESENTATIONS AND WARRANTIES.....	35
16.	GENERAL MATTERS AND RESERVATIONS.....	37

1. THE PROPOSED SETTLEMENT

On February 18, 2016, Plaintiffs filed this lawsuit against Daimler AG (“Daimler”) and Mercedes-Benz USA, LLC (“MBUSA”) (together, the “Mercedes Defendants”) in the United States District Court for the District of New Jersey, relating to the Mercedes Defendants’ marketing and sale of Mercedes-Benz BlueTEC II diesel vehicles. The complaint was amended several times through motions and consolidation, and the currently operative pleading, the Fifth Consolidated and Amended Class Action Complaint, Dkt. No. 185, includes as defendants the Mercedes Defendants, as well as defendants Robert Bosch GmbH and Robert Bosch LLC (Robert Bosch GmbH and Robert Bosch LLC together, the “Bosch Defendants”).

The Bosch Defendants deny the material factual allegations and legal claims asserted by the Plaintiffs and Class Members in the Action, including, but not limited to, any and all charges of wrongdoing or liability, or allegations of defect, arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action.

After extensive litigation and settlement efforts, facilitated by mediator Hon. Edward A. Infante (Ret.), Plaintiffs and the Bosch Defendants have reached this agreement to resolve Class Members’ claims against the Bosch Defendants related to the BlueTEC II vehicles sold or leased in the United States (the “Class Action Agreement” or “Agreement”).

As detailed below, the Class Action Agreement, if approved by the Court, provides substantial compensation to all Class Members as an adjunct to the cash and other non-monetary protections and benefits provided in the Mercedes Defendants’ settlement agreement.

2. DEFINITIONS

As used in this Class Action Agreement, including the attached Exhibits, the terms defined herein have the following meanings, unless this Class Action Agreement specifically provides otherwise.

2.1. “Action” means the class actions that have been consolidated in the United States District Court for the District of New Jersey in *In re Mercedes-Benz Emissions Litigation*,

No. 2:16-cv-0881 (KM) (ESK).

2.2. “Approved Emission Modification(s)” or “AEM(s)” means modifications to the emissions software and certain related hardware of vehicles in the Emission Modification Categories, as defined in the Mercedes Defendants’ settlement agreement.

2.3. Section Left Intentionally Blank

2.4. “Benefits” means all consideration made available to the Class Members pursuant to this Class Action Settlement, including but not limited to Class Member Payments.

2.5. Section Left Intentionally Blank

2.6. “BlueTEC Diesel Matter” means all claims arising from or in any way relating to: (1) the design, manufacture, assembly, testing, development, installation, performance, presence, disclosure, or nondisclosure of any auxiliary emission control device (“AECD”) (as defined in 40 C.F.R. § 86.1803-01) or defeat device (as defined in 40 C.F.R. § 86.1803-01 or 42 U.S.C. § 7522(a)(3)(B)) in any Subject Vehicle, as that term is defined in Section 2.71; (2) the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment and methods and related hardware or software in Subject Vehicles, including Diesel Exhaust Fluid and associated equipment, Selective Catalytic Reduction systems, electronic control units, and emission-related software programming, coding, and calibrations; (3) overpayment or diminution in value related to the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment and methods and related hardware or software in Subject Vehicles; (4) the actual or alleged noncompliance of any Subject Vehicle with state or federal environmental or emissions standards; (5) the marketing or advertisement of the emissions or environmental characteristics or performance of any Subject Vehicle including as clean diesel, clean, low emissions, green, environmentally friendly, and/or compliant with state or federal environmental or emissions standards; (6) the marketing or advertisement of the fuel efficiency, fuel economy, mileage, power, drivability, or performance of any Subject Vehicle, to the extent related in any way to the emissions performance, the design, manufacture, assembly, testing, development, installation, or performance of emission

control equipment and methods, and related hardware or software; (7) any badges, signage, or BlueTEC labels on the Subject Vehicles, including any badges or signage placed on the Subject Vehicles at the point of sale or in an advertisement; (8) performance of the AEM in a Subject Vehicle; (9) whether the Subject Vehicles meet or exceed (or met or exceeded) consumer expectations, to the extent related in any way to the emissions performance, the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment, and methods and related hardware or software; and/or (10) the subject matter of the Action, as well as events or allegations related to the Action, with respect to the Subject Vehicles. Without limiting the foregoing, “BlueTEC Diesel Matter” includes allegations that (i) are related to any Subject Vehicle, (ii) relate to conduct by a Released Party that predates the date of this Class Action Settlement, and (iii) formed or relate to the factual basis for a claim that was made or could have been made in the Complaint.

2.7. “Bosch” or the “Bosch Defendants” means Robert Bosch GmbH and Robert Bosch LLC.

2.8. “Bosch’s Lead Counsel” means Matthew D. Slater and Jennifer Kennedy Park of Cleary Gottlieb Steen & Hamilton LLP.

2.9. “CARB” means the California Air Resources Board and any of its successor departments or agencies.

2.10. “Claim” means the claim of any Class Member or his, her, or its representative submitted on a Claim Form as provided in this Class Action Agreement. Class Members will not be required to submit more than one Claim Form per Subject Vehicle to receive Benefits.

2.11. “Claim Form” means the paper or online form used to submit a Claim under this Class Action Agreement or under the Mercedes Settlement.

2.12. The “Claim Submission Deadline” for various categories of Class Members shall be as defined in the Mercedes Settlement.

2.13. “Claimant” means a Class Member who has completed and submitted a Claim Form and all required documentation, as set forth in more detail in Exhibit 4 or in accordance

with the Mercedes Settlement.

2.14. “Claims Period” means the time period during which Class Members may submit a Claim. The Claims Period begins on the Notice Date and ends as specified in the Mercedes Settlement.

2.15. “Claims Program” means the program through which Class Members may file Claims and, if eligible, obtain Benefits under this Class Action Agreement, as described in Exhibit 4 or in the Mercedes Settlement.

2.16. “Claims Review Committee” or “CRC” means the committee approved by the Court to resolve certain issues raised by Class Members, as set forth in the Mercedes Settlement.

2.17. “Class” means, for purposes of this Class Action Settlement only, a nationwide class, including territories of the United States, of all Persons who (1) on or before the Settlement Announcement Date owned or leased, and Registered, a Subject Vehicle, or (2) after the Settlement Announcement Date begin owning or leasing, and Register, a Subject Vehicle for which an AEM has not been installed. The following entities and individuals are excluded from the Class:

- (a) The Mercedes Defendants and their officers, directors and employees; the Mercedes Defendants’ corporate affiliates and corporate affiliates’ officers, directors and employees; their distributors and distributors’ officers, directors and employees;
- (b) Judicial officers and their immediate family members and associated court staff assigned to this case;
- (c) Persons who have settled with, released, or otherwise had claims adjudicated on the merits against the Mercedes Defendants arising from the same core allegations or circumstances as the BlueTEC Diesel Matter (as that term is defined in the Mercedes Settlement); and
- (d) All Persons otherwise in the Class who timely and properly exclude themselves from the Class as provided in this Class Action Agreement.

2.18. “Class Action Agreement” means this Settlement Agreement and the exhibits attached hereto, including any subsequent amendments or any exhibits to such amendments. The Class Action Agreement may alternatively be referred to as the “Agreement” or the “Class Action Settlement.”

2.19. “Class Counsel” means Carella, Byrne, Cecchi, Olstein, Brody & Agnello, PC, and Hagens Berman Sobol Shapiro LLP, the firms that were appointed by the Court to be Interim Lead Counsel on April 7, 2016 (D.E. 7), as well as Seeger Weiss LLP, which has also represented the Class in connection with negotiations of this Class Action Settlement.

2.20. “Class Member” means a Person who meets the Class definition set forth in Section 2.17 of this Class Action Agreement and who has not timely opted out of the Class pursuant to the procedures set forth in Section 6.

2.21. “Class Member Payment” means the monetary compensation that Bosch Defendants shall pay eligible Class Members who do not opt out of the Class and who submit a Valid Claim, on the conditions set forth in Section 4 and Exhibit 2 and in the Mercedes Settlement. The Class Member Payment includes the Owner/Lessee Payment, Post-Announcement Owner/Lessee Payment, and Former Owner/Lessee Payment.

2.22. “Class Notice Program” means the program for distributing information about the Class Action Settlement to Class Members.

2.23. “Complaint” means the Fifth Consolidated and Amended Class Action Complaint and Demand For Jury Trial (Dkt. No. 185) filed in the Action on March 15, 2019.

2.24. “Court” means the United States District Court for the District of New Jersey.

2.25. “Daimler” means Daimler AG.

2.26. “DVUSA” means Daimler Vans USA, LLC.

2.27. “Defeat Device” has the same meaning as in 40 C.F.R. § 86.1803-01 or 42 U.S.C. § 7522(a)(3)(B).

2.28. “DOJ” means the United States Department of Justice.

2.29. “Effective Date” means the date the Court has entered the Final Approval Order,

provided, however, that if the Court enters the Final Approval Order before the Effective Date of the Mercedes Settlement, then the “Effective Date” means the Effective Date of the Mercedes Settlement.

2.30. “Eligible Current Owners/Lesseees” has the meaning provided in the Mercedes Settlement.

2.31. “Eligible Former Lessee” has the meaning provided in the Mercedes Settlement.

2.32. “Eligible Former Owner” has the meaning provided in the Mercedes Settlement.

2.33. “Eligible Former Owners/Lesseees” has the meaning provided in the Mercedes Settlement.

2.34. “Eligible Lessee” has the meaning provided in the Mercedes Settlement.

2.35. “Eligible Owner” has the meaning provided in the Mercedes Settlement.

2.36. “Eligible Post-Announcement Lessee” has the meaning provided in the Mercedes Settlement.

2.37. “Eligible Post-Announcement Owner” has the meaning provided in the Mercedes Settlement.

2.38. “Emission Modification Program” means the program specified in Paragraph 1 of Appendix A of the US-CA Consent Decree to implement the Approved Emission Modifications.

2.39. “EPA” means the United States Environmental Protection Agency and any of its successor departments or agencies.

2.40. “Escrow Account” means the escrow account managed by the Escrow Agent, which shall be the sole escrow account for compensation of Class Members under this Class Action Agreement.

2.41. “Escrow Agent” means the entity agreed upon by Lead Plaintiffs’ Counsel and Bosch’s Lead Counsel to address and hold for distribution the funds identified in this Class Action Agreement pursuant to the terms of the Escrow Agreement. That agreed-upon entity is Esquire Bank.

2.42. “Escrow Agreement” means the agreement by and among Lead Plaintiffs’

Counsel and Bosch's Lead Counsel with respect to the escrow of the funds to be deposited into the Escrow Account pursuant to this Class Action Agreement.

2.43. "Escrow Period" commences upon the first deposit of funds into the Escrow Account and shall continue through and including the date when the Claims Submissions Deadlines have passed and the Parties agree that all claims for a Class Member Payment have been resolved.

2.44. "Fairness Hearing" means the hearing held by the Court for the purpose of determining whether to approve this Class Action Agreement as fair, reasonable, and adequate.

2.45. "Final Approval Order" means the order that may, at the discretion of the Court, be entered by the Court granting final approval of the Class Action Settlement.

2.46. "Former Owner/Lessee Payment" means monetary compensation, in an amount set forth in Exhibit 2, that the Bosch Defendants will pay to Eligible Former Owners/Lessees who submit a Valid Claim, on conditions set forth in Section 4 and Exhibit 2 and in the Mercedes Settlement.

2.47. "Individual Release" means the release that Class Members must execute to receive a Class Member Payment, as described in Section 10 of this Class Action Agreement. The Individual Release will remain valid even if the Court does not enter the Final Approval Order, the Final Approval Order is later reversed and/or vacated on appeal, or if this Class Action Agreement is abrogated or otherwise voided in whole or in part. The Individual Release binds Class Members when they receive a Class Member Payment.

2.48. "Lead Plaintiffs' Counsel" means James E. Cecchi of Carella, Byrne, Cecchi, Olstein, Brody & Agnello P.C; Steve W. Berman of Hagens Berman Sobol Shapiro LLP; and Christopher A. Seeger of SeegerWeiss LLP.

2.49. "Long Form Notice" means the Long Form Notice substantially in the form attached hereto as Exhibit 3.

2.50. "MBUSA" means Mercedes-Benz USA, LLC.

2.51. Mercedes Defendants means Mercedes-Benz USA, LLC and Daimler AG.

2.52. “Mercedes Defendants’ Lead Counsel” means Daniel W. Nelson of Gibson, Dunn & Crutcher LLP, and Troy M. Yoshino of Squire Patton Boggs (US) LLP.

2.53. “Mercedes Settlement” means the settlement related to the Subject Vehicles that was entered into between plaintiffs and the Mercedes Defendants in this Action. That settlement was filed with the Court on September 14, 2020 (ECF No. 299-2).

2.54. “Notice Date” has the meaning provided in the Mercedes Settlement.

2.55. “Operable” has the same meaning as defined in the Mercedes Settlement.

2.56. “Opt-Out Deadline” means the last day a Person within the definition of the Class may opt out of the Class Action Settlement, which is 60 days from the Notice Date. Requests to opt-out must be received by the Settlement Administrator by the Opt-Out Deadline.

2.57. “Order Approving Notice” means the order that may, at the discretion of the Court, be entered by the Court approving modifications to notices to the Class approved for the Mercedes Class Action Settlement to include this Class Action Settlement and concluding that the Court will likely be able to approve the Class Action Settlement and modify the Class already provisionally certified for the Mercedes Class Action Settlement to include this Class Action Settlement, all as outlined in Section 3 of this Class Action Agreement.

2.58. “Owner/Lessee Payment” means certain monetary compensation the Bosch Defendants will pay to Eligible Owners and Eligible Lessees who do not opt out of the Class and who submit a Valid Claim, on the conditions set forth in Section 4 and Exhibit 2 and in the Mercedes Settlement.

2.59. “Parties” means the Settlement Class Representatives and the Bosch Defendants, collectively, as each of those terms is defined in this Class Action Agreement.

2.60. “Party” means the Settlement Class Representatives or the Bosch Defendants, as applicable.

2.61. “Person” or “Persons” includes individuals and entities.

2.62. “Post-Appeal Date” means the latest date on which the Final Approval Order approving this Class Action Agreement becomes final. For purposes of this Class Action

Agreement:

- 2.62.1. if no appeal has been taken from the Final Approval Order, “Post-Appeal Date” means the date on which the time to appeal therefrom has expired;
or
- 2.62.2. if any appeal has been taken from the Final Approval Order, “Post-Appeal Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc* and petitions for a writ of *certiorari* or any other form of review, have been fully disposed of in a manner that affirms the Final Approval Order; or
- 2.62.3. if Lead Plaintiffs’ Counsel and the Bosch Defendants agree in writing, the “Post-Appeal Date” can occur on any other earlier agreed date.

2.63. “Register” means to register a vehicle with a Department of Motor Vehicles or equivalent agency in the name of the owner or, for a leased vehicle, the lessee, in the United States or its territories. “Registered” means to have registered a vehicle with a Department of Motor Vehicles or equivalent agency in the name of the owner or, for a leased vehicle, the lessee, in the United States or its territories.

2.64. “Release” means the release and waiver described in Section 10 of this Class Action Agreement and in the Final Approval Order.

2.65. “Released Party” or “Released Parties” has the definition set forth in Section 10 of this Class Action Agreement.

2.66. “Settlement Administrator” means the third-party agent agreed to by the Parties and appointed by the Court to oversee the Claims Program, including the claims process described in Section 5, and to implement the Class Notice Program. The Parties agree that JND Legal Administration shall serve as the Settlement Administrator, subject to approval by the Court.

2.67. “Settlement Class Representative” means a Plaintiff who meets the Class definition set forth in Section 2.20 of this Class Action Agreement, and who has agreed to

represent the Class for purposes of obtaining approval of, and effectuating, this Class Action Agreement, as listed in the moving papers submitted for the motion for an Order Approving Notice.

2.68. “Settlement Website” means the public website that provides information and key filings regarding the Class Action Settlement, including Frequently Asked Questions. Class Members will be able to access a “Claims Portal” on the Settlement Website. The Settlement Website shall be maintained by the Settlement Administrator in consultation with Lead Plaintiffs’ Counsel, Bosch’s Lead Counsel, and the Mercedes Defendants’ Lead Counsel.

2.69. “Settlement Announcement Date” means September 14, 2020.

2.70. “Short Form Notice” means the Short Form Notice(s) substantially in the form as attached hereto as Exhibit 2 . For the avoidance of doubt, there is no Exhibit 1 to this Class Action Agreement.

2.71. “Subject Vehicles” means a “Subject Vehicle” as defined in the US-CA Consent Decree, which includes the diesel vehicles listed in the table below.

BlueTEC II Diesel Vehicles	
Model	Model Year(s)
E250	2014-2016
E350	2011-2013
GL320	2009
GL350	2010-2016
GLE300d	2016
GLE350d	2016
GLK250	2013-2015
ML250	2015
ML320	2009
ML350	2010-2014
R320	2009
R350	2010-2012
S350	2012-2013
Mercedes-Benz Sprinter (4-cylinder)	2014-2016
Freightliner Sprinter (4-cylinder)	2014-2016
Mercedes-Benz Sprinter (6-cylinder)	2010-2016
Freightliner Sprinter (6-cylinder)	2010-2016

2.72. “US-CA Consent Decree” means the Consent Decree lodged with a federal district court on or about September 14, 2020, as agreed by (1) the United States on behalf of the EPA; (2) the People of the State of California, by and through CARB and the Attorney General of California; and (3) the Mercedes Defendants, resolving disputes between those parties on the terms described therein. If the federal district court approves and enters the Consent Decree, “US-CA Consent Decree” shall mean the decree as and in the form that it is ultimately approved and entered by the federal district court.

2.73. “Valid Claim” means a Claim that is accurate, truthful, complete, executed by a Class Member or authorized representative, and submitted to the Settlement Administrator by the applicable claims deadline. A Valid Claim must include a fully executed Individual Release and all required documentation, including, for Eligible Current Owners/Lessees, proof that the Approved Emission Modification has been installed in their Subject Vehicle by an Authorized Service Provider (e.g., by repair order).

2.74. “VIN” means the unique alphanumeric vehicle identification number assigned to

each vehicle.

2.75. Other capitalized terms used in this Class Action Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Class Action Agreement or in the Mercedes Settlement.

2.76. The terms “he or she” and “his or her” include “it” or “its” where applicable; the terms “they” or “their” include “he,” “she,” “his,” “her,” “it,” or “its,” as applicable.

3. ORDER APPROVING NOTICE

3.1. Promptly after this Agreement is signed, the Parties shall file the Agreement with the Court, together with a Motion to Approve Notice to the Class. Simultaneously, the Settlement Class Representatives shall move for certification of the Class for settlement purposes only and for entry of an order preliminarily approving the Class Settlement (“Preliminary Approval Order”), pursuant to Federal Rule of Civil Procedure (“Fed. R. Civ. P.”) 23(a), 23(b)(3), and 23(e). It is expressly agreed that any certification of the Class shall be for settlement purposes only, and the Bosch Defendants do not waive any arguments that they may have that class certification for any other purpose would be improper.

3.2. Until the Preliminary Approval Order is entered, Settlement Class Representatives and Class Counsel shall not pursue any litigation proceedings against the Released Parties; the Bosch Defendants shall not pursue litigation proceedings against the Releasing Parties; and the Parties and their respective counsel shall not in any way subsequently argue that the Released Parties or Releasing Parties have failed to comply with their litigation obligations in any respect by reason of the Released Parties’ or Releasing Parties’ suspension of litigation efforts following the execution of this Class Action Agreement. Upon entry of the Preliminary Approval Order, all proceedings in this Action pertaining to the Bosch Defendants, other than the proceedings necessary to effectuate this Class Action Agreement, shall be stayed and suspended until further notice of the Court.

3.3. The Parties agree to take all actions and steps reasonably necessary to obtain a Preliminary Approval Order and Final Approval Order from the Court and to fully implement

and effectuate this Class Action Settlement.

4. CLASS MEMBER COMPENSATION AND REMEDIES

4.1. **Overview of Benefits.** The Class Action Agreement provides substantial compensation to owners and lessees, as detailed in this Section and in Exhibit 2 (Class Member Benefits). The compensation described in this Section is available only to Class Members who do not opt out and who submit a Valid Claim under this Agreement and the Mercedes Settlement. The compensation described in this Section is in addition to amounts that may be available under the Mercedes Settlement.

4.2. **Overview of Distribution.** Class Member Payments will be a maximum payment per Subject Vehicle VIN of \$300 (minus any amounts awarded as attorneys' fees and expenses as provided in Section 12 of this Agreement), to be allocated among eligible current and former owners and lessees of such Subject Vehicle VIN as provided below and in accordance with the Mercedes Settlement, less any attorneys' fees and expenses as may be awarded by the Court with respect to this Class Settlement.

4.2.1. **Current Owner/Lessee Payment.** Eligible Owners or Eligible Lessees who receive an Approved Emissions Modification and submit a Valid Claim are entitled to a Current Owner/Lessee Payment. The Current Owner/Lessee Payment will be **\$300** per Subject Vehicle VIN (minus any amounts awarded as attorneys' fees and expenses as provided in Section 12 of this Agreement), unless an Eligible Former Owner or Eligible Former Lessee files a Valid Claim for that same Subject Vehicle VIN, in which case the Current Owner/Lessee Payment will be **\$225** (minus any amounts awarded as attorneys' fees and expenses as provided in Section 12 of this Agreement). Full details on Current Owner/Lessee Payments can be found in paragraph 2 of Exhibit 2.

4.2.2. **Former Owner/Lessee Payment.** Eligible Former Owners/Lessees who submit a Valid Claim will be entitled to a Former Owner/Lessee

Payment. The Former Owner/Lessee Payment is a maximum of **\$75** per Subject Vehicle VIN (minus any amounts awarded as attorneys' fees and expenses as provided in Section 12 of this Agreement). In the event that there are more than one Eligible Former Owners or Eligible Former Lessees, the maximum \$75 payment per Subject Vehicle VIN shall be divided equally among the Eligible Former Owners and Eligible Former Lessees who submit Valid Claims on the same Subject Vehicle VIN.

- 4.2.3. **Post-Announcement Owner/Lessee Payment.** Eligible Post-Announcement Owners and Eligible Post-Announcement Lessees whose Subject Vehicle receives an Approved Emission Modification and who submit a Valid Claim are entitled to a Post-Announcement Owner/Lessee Payment. The Post-Announcement Owner/Lessee Payment will be **\$225** per Subject Vehicle VIN (minus any amounts awarded as attorneys' fees and expenses as provided in Section 12 of this Agreement). The requirements and conditions for a Post-Announcement Owner/Lessee Payment are set forth in the Mercedes Settlement.
- 4.2.4. There shall be no contingent payments under this Agreement even if such payments are required under Section 5.3 of the Mercedes Settlement. However, if an AEM is not made available by the AEM Availability Deadline (as that term is defined in the Mercedes Settlement) in accordance with Section 5.3.6 of the Mercedes Settlement, Current Owners/Lessees are eligible to receive the payments described above in Section 4.2.1, and Eligible Post-Announcement Owners and Eligible Post-Announcement Lessees are eligible to receive the payments described above in Section 4.2.3. To obtain a payment pursuant to this Section 4.2.4, eligible Class Members must submit a Valid Claim within

60 days of the AEM Availability Deadline (as that term is defined in the Mercedes Settlement).

4.2.5. Notwithstanding any other provision herein, the Parties agree that the Bosch Defendants shall not pay to Eligible Owners, Eligible Lessees, Eligible Post-Announcement Owners, Eligible Post-Announcement Lessees, Eligible Former Owners, and Eligible Former Lessees in aggregate more than 100% of the \$300 maximum amount (inclusive of attorneys' fees and expenses) for any specific Subject Vehicle VIN under the terms of this Class Action Agreement. For the avoidance of doubt, the Parties agree that this is a claims-made settlement, meaning that the Bosch Defendants must make payments only up to the maximum amount for any Subject Vehicle VIN under the terms of this Class Action Agreement.

4.2.6. For the avoidance of doubt, the Bosch Defendants shall have no responsibility to Class Members for the Approved Emissions Modification(s) or the Extended Modification Warranty under the US-CA Consent Decree.

4.3. **Responsibility for Required Payments by Bosch.** Bosch's obligations under this Class Action Agreement are limited solely to the payment of not more than \$63.3 million in accordance with Section 11 of this Class Action Agreement, inclusive of attorneys' fees, costs, and expenses, if any, as may be ordered as provided under this Class Action Agreement. Robert Bosch GmbH shall bear the ultimate responsibility for Bosch's payment obligations under this Class Action Agreement. Bosch's obligations under the Class Action Agreement apply to, and are binding upon, Robert Bosch GmbH and Robert Bosch LLC and any successors, assigns, or other entities or persons otherwise bound by law to satisfy their obligations.

4.4. **Tax Implications.** Class Members should consult their personal tax advisor for assistance regarding any tax ramifications of this Class Action Settlement. Neither Class

Counsel nor the Bosch Defendants and their counsel are providing any opinion or advice as to the tax consequences or liabilities of Class Members as a result of any payments or Benefits under this Class Action Settlement.

4.5. Section Intentionally Left Blank

4.6. Notwithstanding anything else in this Agreement, the following Persons are not eligible to and shall not receive any compensation from the Bosch Defendants under this Section 4: the Bosch Defendants and their officers, directors and employees, and the Bosch Defendants' corporate affiliates and corporate affiliates' officers, directors and employees.

5. CLASS CLAIMS PROCESS AND ADMINISTRATION

5.1. The Settlement Administrator shall be responsible for overseeing the implementation and administration of the claims process, including validation of eligibility and approval of payments to Class Members.

5.2. Any Class Member whose filed claim has been approved or is approved in the future will receive a Class Member Payment via the same method that the Class Member receives their payment from the Mercedes Settlement.

5.3. The Court retains ongoing and exclusive jurisdiction and independent case management authority, under Fed. R. Civ. P. 23, regarding the general operation of the Claims Program and those appointed to implement and oversee it.

6. REQUESTS FOR EXCLUSION

6.1. **Manner of Opting Out.** The Class Notice Program will provide instructions regarding the procedures that must be followed to opt out of the Class pursuant to Federal Rule of Civil Procedure 23(c)(2)(B)(v). The Parties agree that, to validly opt out from the Class, a Person must personally sign and date, and send a written request to opt out stating "I have reviewed the Long Form Notice and wish to exclude myself from the Class in *In re Mercedes-Benz Emissions Litigation*, 2:16-cv-0881" (or substantially similar clear and unambiguous language) to the Settlement Administrator at an address to be provided by the Mercedes Defendants. The written request to opt out must be postmarked on or before the Opt Out

Deadline, and must include: (1) the Person's name, address, telephone number, (2) the VIN of the Subject Vehicle forming the basis of the Person's inclusion in the Class definition and a statement as to whether the Person owns/owned or leases/leased the Subject Vehicle, and (3) a "wet" signature not affixed via electronic means. If a question is raised about the authenticity of a request to opt out, the Settlement Administrator will have the right to demand additional proof of the individual's identity and intent. The Parties retain discretion to determine whether any opt-out request substantially complies with the requirements above. The Settlement Administrator will provide bi-weekly summary reports and copies of all opt-out requests to Lead Plaintiffs' Counsel and Bosch's Lead Counsel. Opt-out requests that are signed by an attorney but not by the Person requesting to be excluded from the Class are invalid.

6.2. **Opt Out Deadline.** Requests to opt out must be postmarked no later than 60 days from the Notice Date.

6.3. **Consequences of Failure to Opt Out in a Timely and Proper Manner.** All Persons fitting the Class definition who do not timely and properly opt out of the Class will in all respects be bound by all terms of this Class Action Agreement, including the Release, and the Final Approval Order upon the Effective Date.

6.4. **Opting Out and Objecting Are Mutually Exclusive Options.** Any Person who opts out pursuant to Section 7 may not also object to the Class Action Settlement. Any Class Member who elects to object pursuant to Section 7 herein may not also opt out pursuant to this Section.

7. **OBJECTIONS TO THE SETTLEMENT**

7.1. **Manner of Objecting.** The Class Notice Program will provide instructions regarding the procedures that must be followed to object to the Class Action Settlement pursuant to Federal Rule of Civil Procedure 23(e)(5). Provided that a Class Member has not submitted a written request to opt out, as set forth in Section 6, the Class Member may present a written statement of objection(s), if any, explaining why he or she believes the Class Action Settlement should not be approved by the Court as fair, reasonable, and adequate. No later than 60 days

after the Notice Date, a Class Member who wishes to object to any aspect of the Class Action Settlement must file with the Court, or as the Court otherwise may direct, a written statement of the objection(s) and serve the objection on Lead Plaintiffs' Counsel and the Bosch Defendants' Lead Counsel. The written statement of objection(s) must include: (1) a statement as to whether it applies only to the objector, to a specific subset of the class, or to the entire class, and also state with specificity the grounds for the objection, including any evidence and legal authority the Class Member wishes to bring to the Court's attention; (2) the Class Member's printed name, address, and telephone number; (3) the VIN of the Subject Vehicle forming the basis of the Class Member's inclusion in the Class and the beginning and end dates (if applicable) of the Class Member's ownership or lease of the Subject Vehicle; (4) a statement that the Class Member has reviewed the Class definition and has not opted out of the Class; (5) any supporting papers, materials, or briefs the Class Member wishes the Court to consider when reviewing the objection; (6) a statement of whether the Class Member intends to appear at the final approval hearing; and (7) a dated "wet" signature not affixed by electronic means.

7.2. Objecting Through Counsel. A Class Member may submit a written statement of objection(s) on his or her own behalf or through a lawyer hired at that Class Member's own expense, provided the Class Member has not submitted a written request to opt out, as set forth in Section 6. Lawyers asserting objections on behalf of Class Members must: (1) file a notice of appearance with the Court by the deadline set by the Court in the Order Approving Notice and Class Certification Order, or as the Court otherwise may direct; (2) file a sworn declaration attesting to his or her representation of each Class Member on whose behalf the objection is being filed or file (in camera) a copy of the contract between that lawyer and each such Class Member; and (3) comply with the requirements and procedures described in this Section, including the provision of all information set forth in Section 7.1. Lawyers asserting objections on behalf of Class Members also must file a sworn declaration that specifies the number of times during the prior five-year period they have objected to a class action settlement on their own behalf or on behalf of a member of a class.

7.3. Intent to Appear at the Fairness Hearing. A Class Member (or counsel individually representing him or her, if any) seeking to make an appearance at the Fairness Hearing must file with the Court, by the deadline set by the Court in the Order Approving Notice, a written notice of his or her intent to appear at the Fairness Hearing, in accordance with the requirements set forth in the Order Approving Notice, or by such time and in such manner as the Court may otherwise direct. A Class Member who does not timely submit a notice of intent to appear at the Fairness Hearing in accordance with all of the requirements of Section 7 shall not be allowed to appear at the hearing. The Court may hold the Fairness Hearing via videoconference or teleconference.

7.4. Consequences of Failure to Object in a Timely and Proper Manner. Unless the Court directs otherwise, any Class Member who fails to comply with the provisions of this Section will waive and forfeit any and all rights he, she, or it may have to object to the Class Action Settlement and/or to appear and be heard on said objection at the Fairness Hearing. Failure to object waives a Class Member's right to appeal the Final Approval Order.

8. DUTIES OF THE SETTLEMENT ADMINISTRATOR

8.1. The Settlement Administrator shall be responsible for, without limitation: (1) printing, mailing by First-Class U.S. Mail, postage paid, or arranging for the mailing of, and/or e-mailing of, the Long Form Notice and/or Short Form Notice (attached as Exhibits 2-3); (2) updating Class Member address information prior to mailing using the National Change of Address (NCOA) system; (3) handling returned notice-related mail not delivered to Class Members; (4) attempting to obtain updated address information for any Short Form Notices returned without a forwarding address; (5) establishing a post-office box for the receipt of any correspondence; (6) responding to requests from Class Counsel or Bosch's Lead Counsel; (7) assisting in the creation of Notice-related content for the Settlement Website to which Class Members may refer for information about the Action and the Class Action Settlement; (8) otherwise implementing and/or assisting with the dissemination of the notice of the Class Action Settlement; (9) consulting on the Settlement Website during the Escrow Period; and (10)

processing and issuing the Class Member Payments from the Escrow Account in accordance with this Agreement.

8.2. The Settlement Administrator shall be responsible for arranging for the publication of notice in accordance with the Class Notice Program and ordered by the Court, and for consulting on other aspects of the Class Notice Program.

8.3. All reasonable and necessary costs of the Class Notice Program and the fees and costs of the Settlement Administrator in connection with the Mercedes Settlement shall be borne exclusively by MBUSA and without additional payment by Bosch.

8.4. Within ten (10) days after this Class Action Agreement is filed in Court, the Settlement Administrator will cause a notice of the proposed settlement consisting of the materials required by the Class Action Fairness Act (28 U.S.C. § 1715) (“CAFA”) to be served upon the appropriate state official in each state of the United States as well as the appropriate federal officials. Within 15 days after the Notice Date, the Settlement Administrator shall provide declarations to the Court, with a copy to Class Counsel and the Bosch Defendants’ Lead Counsel, attesting to the measures undertaken to provide notice as directed by CAFA.

8.5. Not later than ten (10) days before the date of the Fairness Hearing, the Settlement Administrator shall file with the Court a list of those persons who have opted out or excluded themselves from the Settlement. The Settlement Administrator shall file with the Court the details outlining the scope, method and results of the Class Notice Program.

8.6. The Settlement Administrator and the Parties shall promptly after receipt provide copies of any requests for exclusion, objections and/or related correspondence to each other.

9. SECTION LEFT INTENTIONALLY BLANK

10. RELEASE AND WAIVER

10.1. The Parties agree to the following release and waiver (as defined above, the Release), which shall take effect upon entry of the Final Approval Order. The terms of the Release are a material term of the Class Action Agreement and will be reflected in the Final Approval Order.

10.2. Released Parties. “Released Parties” means any person who, or entity that, is or could be responsible or liable in any way whatsoever, whether directly or indirectly, for the BlueTEC Diesel Matter, and include, without limitation, (1) Robert Bosch LLC and Robert Bosch GmbH, and any former, present, and future owners, shareholders (direct or indirect), members (direct or indirect), directors, officers, members of management or supervisory boards, employees, attorneys, affiliates, parent companies (direct or indirect), subsidiaries (direct or indirect), predecessors, and successors of any of the foregoing (the “Released Entities”); (2) any and all contractors, subcontractors, joint venture partners, consultants, auditors, dealers, and suppliers of the Released Entities; (3) any and all persons and entities indemnified by any Released Entity with respect to the BlueTEC Diesel Matter; (4) any and all other persons and entities involved in the design, research, development, manufacture, assembly, testing, sale, leasing, repair, warranting, marketing, advertising, public relations, promotion, or distribution of any Subject Vehicle, even if such persons are not specifically named in this Section 10.2; (5) Settlement Administrator; (6) lenders, creditors, financial institutions, or any other parties that financed any purchase or lease of a Subject Vehicle; (7) for each of the foregoing, their respective former, present, and future affiliates, parent companies, subsidiaries, predecessors, successors, shareholders, indemnitors, subrogees, spouses, joint venturers, general or limited partners, attorneys, assigns, principals, officers, directors, members of management or supervisory boards, employees, members, agents, representatives, trustees, insurers, reinsurers, heirs, beneficiaries, wards, estates, executors, administrators, receivers, conservators, personal representatives, divisions, dealers, and suppliers; and (8) any other person or entity that is or could be alleged to be responsible or liable in any way whatsoever, whether directly or indirectly, for the BlueTEC Diesel Matter. For the avoidance of doubt, Released Parties do not include the Mercedes Defendants.

10.3. Class Release. In consideration for the Settlement, Class Members, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, attorneys (including any attorney engaged by Class Members who is not Class Counsel),

representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through, or under them (the “Releasing Parties”), fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes of action, of any kind or nature whatsoever, whether in law or in equity, contractual, quasi-contractual or statutory, known or unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or undeveloped, contingent or non-contingent, suspected or unsuspected, whether or not concealed or hidden, arising from or in any way related to the BlueTEC Diesel Matter, including without limitation (1) any claims or allegations that are, were, or could have been asserted in the Action; and (2) any claims for fines, penalties, economic damages, punitive damages, exemplary damages, statutory damages, liens, injunctive relief, attorneys’ fees (except as provided in Section 12 of this Class Action Agreement), expert, consultant, or other litigation fees or costs, or (3) any other liabilities that were or could have been asserted in any civil, administrative, or other proceeding, including arbitration (the “Released Claims”). The Released Claims include without limitation any and all such claims, demands, actions, or causes of action regardless of the legal or equitable theory or nature under which they are based or advanced including without limitation legal and/or equitable theories under any federal, state, provincial, local, tribal, administrative, or international law, or statute, ordinance, code, rule, regulation, contract, common law, equity, or any other source, and whether based in strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, breach of warranty, misrepresentation, breach of contract, fraud, or any other legal or equitable theory, whether existing under the laws of the United States, a State, territory, or possession of the United States, or of any other foreign or domestic state, territory, county, city, or municipality, or any other legal or governmental body, whether existing now or arising in the future, that arise from, in whole or in part, or in any way relate to the BlueTEC Diesel Matter. Notwithstanding the foregoing, this Agreement does not release any claims for wrongful death or personal injury.

10.4. Possible Future Claims. For the avoidance of doubt, Class Counsel, the

Settlement Class Representatives, and Class Members expressly understand and acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, related to the BlueTEC Diesel Matter, the Action, the Released Claims, and/or the Release herein. Nevertheless, it is the intention of Class Counsel, the Settlement Class Representatives, and Class Members in executing this Class Action Agreement to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all such matters and Released Claims, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding).

10.5. Release of “Holder Rule” Claims. In exchange for the Benefits, Class Members release their potential claims under the Trade Regulation Rule Concerning the Preservation of Consumers’ Claims and Defenses, 16 C.F.R. § 433.2 (the “Holder Rule”), relating to the BlueTEC Diesel Matter.

10.6. Waiver of California Civil Code Section 1542 and Analogous Provisions. Settlement Class Representatives expressly understand and acknowledge, and Class Members will be deemed to understand and acknowledge, Section 1542 of the California Civil Code, which provides: “**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**” Each Settlement Class Representative expressly acknowledges that he, she, or it has been advised by Class Counsel of the contents and effect of Section 1542 of the California Civil Code and that he, she, or it has considered the possibility that the number or magnitude of all claims may not currently be known. To ensure that this Release is interpreted fully in accordance with its terms, Class Members expressly waive and relinquish any and all rights and benefits that they may have under Section 1542 of the California Civil Code to the extent that Section 1542 of the California Civil Code may be applicable to the Release. Class Members likewise expressly waive and relinquish any rights or benefits of any law of any State, territory, county,

municipality, or city of the United States, federal law or principle of common law, or of international, foreign, or tribal law, which is similar, comparable, analogous, or equivalent to Section 1542 of the California Civil Code to the extent that such laws or principles may be applicable to the Release.

10.7. Individual Release. Each Class Member who submits a Claim shall be required to execute an Individual Release, in the form attached as Exhibit 5, as a precondition to receiving a Class Member Payment. Consistent with the Release provided in this Agreement, the Individual Release will provide that the Class Member releases all of the Released Parties from any and all present and future claims (as described in Section 10) arising out of or related to the BlueTEC Diesel Matter. The Individual Release shall remain effective even if the Court does not enter the Final Approval Order, the Final Approval Order is reversed and/or vacated on appeal, or if this Class Action Agreement is abrogated or otherwise voided in whole or in part. The Individual Release binds Class Members when they receive a Class Member Payment.

10.8. Actions or Proceedings Involving Released Claims. Class Members who do not opt out expressly agree that this Release, and the Final Approval Order, each is, will be, and may be raised as a complete defense to, and will preclude, any action or proceeding specified in, or involving claims encompassed by, this Release. Class Members who do not opt out shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing or prosecution of any suit, action, and/or other proceeding, against the Released Parties with respect to the claims, causes of action and/or any other matters subject to this Release. To the extent that they have initiated, or caused to be initiated, any suit, action, or proceeding not already encompassed by the Action, Class Members who do not opt out shall promptly cause their claims in any such suit, action, or proceeding to be dismissed with prejudice. If a Class Member who does not opt out commences, files, initiates, or institutes any new legal action or other proceeding for any Released Claim against any Released Party in any federal or state court, arbitral tribunal, or administrative or other forum, (1) such legal action or other proceeding shall be dismissed with prejudice and at that Class Member's cost; and (2) any

refusal or failure to immediately dismiss such claims shall provide a basis for any Released Party to seek an injunction, sanctions, or other appropriate relief; and (3) the respective Released Party shall be entitled to recover any and all reasonable related costs and expenses from that Class Member arising as a result of that Class Member's breach of his, her, or its obligations under this Release. Within five business days of the Post-Appeal Date, Class Counsel will dismiss the Complaint with prejudice.

10.9. Ownership of Released Claims. Settlement Class Representatives represent and warrant that they are the sole and exclusive owners of any and all claims that they are releasing under this Class Action Agreement. Settlement Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the BlueTEC Diesel Matter, including without limitation, any claim for Benefits, proceeds or value under the Action, and that Settlement Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in any Benefits, proceeds or values to which Settlement Class Representatives may be entitled as a result of the BlueTEC Diesel Matter. Class Members submitting a Claim Form shall represent and warrant therein that they are the sole and exclusive owner of all claims that they are releasing under the Class Action Agreement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the BlueTEC Diesel Matter, including without limitation, any claim for Benefits, proceeds or value under the Actions or the BlueTEC Diesel Matter, and that such Class Members are not aware of anyone other than themselves claiming any interest, in whole or in part, in any Benefits, proceeds or values to which those Class Members may be entitled as a result of the Action or the BlueTEC Diesel Matter.

10.10. Total Satisfaction of Released Claims. Any benefits pursuant to the Class Action Agreement are in full, complete, and total satisfaction of all of the Released Claims against the Released Parties. Such benefits are sufficient and adequate consideration for each

and every term of this Release, and this Release shall be irrevocably binding upon Settlement Class Representatives and Class Members who do not opt out of the Class.

10.11. **Release Not Conditioned on Claim or Payment.** The Release shall be effective with respect to all Releasing Parties, including all Class Members who do not opt out, regardless of whether those Class Members ultimately submit a Claim or receive payment under this Class Action Agreement.

10.12. **Basis for Entering Release.** Class Counsel acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Class Action Agreement and that they execute this Class Action Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Class Action Agreement. Settlement Class Representatives acknowledge, agree, and specifically represent and warrant that they have discussed with Class Counsel the terms of this Class Action Agreement and have received legal advice with respect to the advisability of entering into this Class Action Agreement and the Release, and the legal effect of this Class Action Agreement and the Release. The representations and warranties made throughout the Class Action Agreement shall survive the execution of the Class Action Agreement and shall be binding upon the respective heirs, representatives, successors and assigns of the Parties.

10.13. **Material Term.** Settlement Class Representatives and Class Counsel hereby agree and acknowledge that this Section 10 in its entirety was separately bargained for and constitutes a key, material term of the Class Action Agreement that shall be reflected in the Final Approval Order.

10.14. **Released Parties' Releases of Settlement Class Representatives, the Class, and Counsel.** Upon the Effective Date, Released Parties absolutely and unconditionally release and forever discharge the Settlement Class Representatives, Class Members, the Bosch Defendants' counsel, and Class Counsel from any and all claims relating to the institution or

prosecution of the Action, provided, however, that nothing in this Section 10.14 relieves Settlement Class Representatives, Class Members, and Class Counsel of their continuing obligations under the protective order (Dkt. No. 236) that has been entered in the Action, and this Section 10.14 may not be interposed as a defense to a claim of a breach of the terms of such protective order.

10.15. Class Counsel shall cooperate with Released Parties to ensure that the release set forth in the Final Approval Order is given its full force and effect (including by seeking the inclusion of the releases in the Final Approval Order, Final Judgment, and the Claims Forms) and to ensure that Releasing Parties comply with their obligations set forth in this Class Action Agreement.

11. ESCROW ACCOUNT

11.1. In consideration for the full and complete Release and the Final Approval Order, as contemplated in this Class Action Settlement Agreement, within ten business days after the Court enters the Final Approval Order, Bosch shall fund the Escrow Account with its respective “Funding Amount,” which funds shall be used, as necessary, to compensate Class Members who submit valid Claims pursuant to this Class Action Agreement (and any attorneys’ fees and expenses as provided in Section 12 of this Agreement). The initial Funding Amount shall be \$15 million from Bosch. If and when the funding level of the Escrow Account falls below 15% of Bosch’s outstanding remaining liability to Class Members under this Class Action Agreement, the Escrow Agent shall notify Bosch in writing. Bosch shall, within ten business days thereafter deposit such funds in the Escrow Account as are necessary to bring the balance of the Escrow Account back to no less than 15% of the outstanding remaining liabilities to Class Members, provided, however, that Bosch shall in no event be required to deposit more than a total of \$63.3 million in the Escrow Account, and provided further that the minimum balance will in no event exceed the remaining maximum compensation due from Bosch to all Class Members.

11.2. The Escrow Period shall commence upon the first deposit of funds into the Escrow Account and shall continue through and including the date when the Claims Submissions

Deadlines have passed and the Parties agree that all claims for a Class Member Payment have been resolved. Funds deposited in the Escrow Account, plus any interest earned thereon, will be distributed through a combination of payments to Class Members and payment of Court-approved attorneys' fees and expenses throughout the Escrow Period. Within thirty days of the conclusion of the Escrow Period, any funds in the Escrow Account (if any), including all interest accrued, shall be returned to Bosch.

11.3. In the event that the Class Action Settlement is terminated or invalidated for any reason prior to the conclusion of the Escrow Period, any funds in the Escrow Account, including all interest accrued, shall be returned to Bosch.

12. ATTORNEYS' FEES AND EXPENSES

12.1. The Parties agree that reasonable attorneys' fees and expenses for work performed by Class Counsel in connection with the Action shall be paid from the Escrow Account. At the same time that they file their Motion for Final Approval of this Agreement, Class Counsel will file with the Court an application for attorneys' fees and expenses to be paid from the Escrow Account. The percentage shall be established by the Court, provided that it shall not exceed 25% of the maximum payment otherwise payable to Class Members for a given Subject Vehicle VIN (i.e., a maximum of attorneys' fees and expenses of \$75 per Subject Vehicle VIN, regardless of the number of claims paid on such Subject Vehicle VIN). Those fees and expenses shall be paid periodically from the Escrow Account to an escrow account specified by Lead Plaintiffs' Counsel. The Court's order awarding such fees may authorize the Settlement Administrator to aggregate and pay in advance a portion of the fees from the initial deposit into the Escrow Account and quarterly thereafter to reflect anticipated payments from the Escrow Account during such quarter, subject to quarterly reconciliation. By way of example, the Court may award an amount up to 25% of the initial deposit into the Escrow Account as an initial deposit of the attorneys' fee award and such amounts it deems appropriate from the Escrow Account on a quarterly basis thereafter, subject to quarterly reconciliation to attorneys' fees and expenses actually earned on Class Member Payments during such quarter. The Parties agree that Bosch

shall not be required to pay any amounts for attorneys' fees and expenses in addition to the amount awarded by the Court from the Escrow Account, and Class Members and Class Counsel expressly release the Bosch Defendants from any such payments that otherwise may be due by operation of law or otherwise. For the avoidance of doubt, the Parties agree that the only payments to be made by Bosch are those to the Escrow Account as provided in Section 11.1 and that no additional amounts of money will be paid by Bosch for attorneys' fees and expenses.

12.2. Settlement Class Representatives, Class Counsel, and Class Members will not seek in excess of the sums specified in Section 12.1, and in any event, they agree that the Bosch Defendants shall not pay, nor be obligated to pay, any sum in excess of the cap amounts specified in Section 12.1. In furtherance of the agreements in this Section 12, in the event of any objections to the Class Action Settlement or appeal from any order of the Court granting final approval, Class Counsel agree that they will be responsible for responding to objectors and intervenors, and defending the Court's Final Approval Order and Final Judgment on appeal, if any, at their own cost. The Bosch Defendants reserve the right to respond to objectors and intervenors, and to join in the defense of the Final Approval Order and Final Judgment. The Bosch Defendants agree not to appeal, or otherwise support any appeal, of an order or judgment entered by the Court that is consistent with the terms of the Class Action Settlement. Any costs incurred by Class Counsel in such appeals, including costs incurred to settle any claims by objectors or intervenors, are the sole responsibility of Class Counsel. No Person may seek to recover such costs from the Bosch Defendants.

13. AGREEMENT TO COOPERATE TO EFFECTUATE SETTLEMENT

13.1. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Class Action Agreement. The Persons signing this Class Action Agreement on behalf of each Party warrants that he or she is authorized to sign this Class Action Agreement on behalf of that Party.

13.2. The Parties and their respective counsel will cooperate with each other, act in good faith, and use their best efforts to effect the implementation of the Class Action Agreement

and advance the Settlement Claims Program. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Class Action Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Class Action Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

13.3. The Parties further agree to make all reasonable efforts to ensure the timely and expeditious administration and implementation of the Class Action Agreement and to minimize the costs and expenses incurred therein.

14. MODIFICATION OR TERMINATION OF THIS CLASS ACTION AGREEMENT

14.1. The terms and provisions of this Class Action Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Approval Order, the Parties may by written agreement effect such amendments, modifications, or expansions of this Class Action Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Approval Order and do not limit the rights of Class Members under this Class Action Agreement.

14.2. This Class Action Agreement shall terminate at the discretion of either the Bosch Defendants or the Settlement Class Representatives, through Lead Plaintiffs' Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Class Action Agreement or the proposed Settlement that the terminating Party in its (or their) sole judgment and discretion reasonably determine(s) is material, including, without limitation, the terms of relief, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Approval Order, or any of the Court's findings of fact or conclusions of law, that the terminating Party in its (or their) sole judgment and discretion reasonably determine(s) is

material. The terminating Party must exercise the option to withdraw from and terminate this Class Action Agreement, as provided in this Section 14, by a signed writing served on the other Parties no later than twenty days after receiving notice of the event prompting the termination. The Parties will be returned to their positions status quo ante as of the date immediately before the Parties' execution of the Class Action Agreement.

14.3. If an option to withdraw from and terminate this Class Action Agreement arises under Section 14.2 above, neither the Bosch Defendants nor Settlement Class Representatives are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

14.4. If, but only if, this Class Action Agreement is terminated pursuant to Section 14.2, above, then:

14.4.1. This Class Action Agreement shall be null and void and shall have no force or effect, and no Party to this Class Action Agreement shall be bound by any of its terms, except for the terms of Section 14.4 herein;

14.4.2. The Parties will petition the Court to have any stay orders entered pursuant to this Class Action Agreement lifted;

14.4.3. All of the provisions of this Class Action Agreement, and all negotiations, statements, and proceedings relating to it, shall be without prejudice to the rights of the Bosch Defendants, Settlement Class Representatives, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Class Action Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings, and provided further that all Class Members who have signed Individual Releases shall remain bound by them;

- 14.4.4. Released Parties expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action, including, without limitation, the argument that the Action may not be litigated as a class action;
- 14.4.5. Settlement Class Representatives and all other Class Members, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of action or remedies that have been or might later be asserted in the Action including, without limitation, any argument concerning class certification, and treble or other damages;
- 14.4.6. The Bosch Defendants expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the Action, including without limitation, any argument or position opposing class certification, liability, damages, or injunctive relief;
- 14.4.7. Neither this Class Action Agreement, the fact of its having been entered into, nor the negotiations leading to it shall be admissible or entered into evidence for any purpose whatsoever;
- 14.4.8. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Class Action Agreement shall be deemed vacated and shall be without any force or effect;
- 14.4.9. The Mercedes Defendants shall bear all reasonable and necessary costs incurred by the Settlement Administrator in connection with the implementation of the Mercedes Settlement. Bosch shall not be responsible for any such costs. Neither the Settlement Class

Representatives nor Class Counsel shall be responsible for any such settlement-related costs except as may be provided in the Mercedes Settlement; and

14.4.10. Within five (5) business days, any funds in the Escrow Account, including any interest accrued, shall revert to Bosch.

14.4.11. Class Counsel shall promptly return or reimburse to the Bosch Defendants any attorneys' fees and costs paid by the Bosch Defendants in respect of any Class Members who have not provided the Bosch Defendants an Individual Release.

14.5. Notwithstanding the terms of Sections 14.4.1 through 14.4.10 above, if a Class Member has (1) received compensation under the Class Action Agreement prior to its termination or invalidation and (2) executed an Individual Release, such a Class Member and the Bosch Defendants shall be bound by the terms of the Individual Release, which terms shall survive termination or invalidation of the Class Action Agreement.

15. REPRESENTATIONS AND WARRANTIES

15.1. Class Counsel represent that they have conducted sufficient independent investigation and discovery to enter into this Class Action Agreement and that they execute this Class Action Agreement freely, voluntarily, and without being pressured or influenced by, or relying on any statements, representations, promises, or inducements made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Class Action Agreement. Class Counsel represent that they are authorized by the Settlement Class Representatives to enter into this Class Action Agreement with respect to the claims asserted in the Action and all other claims covered by the Release, and that they are seeking to protect the interests of the Class. Settlement Class Representatives acknowledge, agree, and specifically represent and warrant that they have discussed with Class Counsel the terms of this Class Action Agreement and have received legal advice with respect to the advisability of entering into this Class Action Agreement and the Release, and the legal effect of this Class

Action Agreement and the Release.

15.2. Class Counsel further represents that the Settlement Class Representatives: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to perform all of the duties and obligations of representatives of the Class; (3) have read the pleadings in the Action, including the Complaint, or have had the contents of such pleadings described to them; (4) have consulted with Class Counsel about the obligations imposed on representatives of the Class; (5) understand that they are entitled only to the rights and remedies of Class Members under this Class Action Agreement and not to any additional compensation by virtue of their status as Settlement Class Representatives; and (6) shall remain and serve as representatives of the Class until the terms of this Class Action Agreement are effectuated, this Class Action Agreement is terminated in accordance with its terms, or the Court at any time determines that said Settlement Class Representatives cannot represent the Class.

15.3. Bosch represents and warrants that the individual(s) executing this Class Action Agreement are authorized to enter into this Class Action Agreement on behalf of Bosch.

15.4. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Class Action Agreement. In addition, the Parties acknowledge and agree that no tax ruling from any governmental tax authority in relation to a Class Member's tax consequences will be requested by the Bosch Defendants. The Parties further acknowledge and agree that nothing in this Agreement should be relied upon by any Class Member as the provision of tax advice. Each Class Member's tax consequences or liabilities, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that each Class Member's federal, state, county, city, or foreign tax consequences or liabilities may vary depending on the particular circumstances of each individual Class Member. Class Members shall hold the Bosch Defendants and their counsel harmless from any federal, state, county, city, or foreign tax

assessments, interest, and/or penalties that result for any amounts paid or Benefits provided under this Agreement, and the Bosch Defendants shall not be liable for the payment of any additional amounts now or in the future for any amount related to a Class Member's tax consequences.

15.5. The representations and warranties made throughout the Class Action Agreement shall survive the execution of the Class Action Agreement and shall be binding upon the respective heirs, representatives, successors, and assigns of the Parties.

16. GENERAL MATTERS AND RESERVATIONS

16.1. This Class Action Agreement will be binding upon, and inure to the benefit of, the successors, transferees, and assigns of the Bosch Defendants, the Settlement Class Representatives, and Class Members.

16.2. The Parties agree and acknowledge that (a) no government or governmental entity is a party to the Action or to this Class Action Agreement; (b) each Party is entering into this Class Action Agreement of its own volition, and no Party is entering into this Class Action Agreement at the direction of a government or governmental entity, or otherwise compelled by a government or governmental entity to do so; and (c) this Class Action Agreement is for the purpose of restitution, compensation or/and remediation for harm or damage alleged in the Complaint.

16.3. The Parties and their counsel agree to keep the existence and contents of this Class Action Agreement confidential until the date on which the Motion for an Order Approving Notice is filed; provided, however, that this Section shall not prevent the Bosch Defendants from disclosing such information, prior to the date on which the Motion for an Order Approving Notice is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or lawyers. The Parties and their counsel may also disclose the existence and contents of this Class Action Agreement to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Class Action Agreement.

16.4. Settlement Class Representatives and Class Counsel agree that confidential information made available to them solely through the settlement process was made available on the condition that it not be disclosed to third parties (other than experts or consultants retained by Settlement Class Representatives in connection with the Action). This confidential information cannot be used for any purpose other than effectuating this Class Action Settlement. For the avoidance of doubt, Settlement Class Representatives and Class Counsel agree that they cannot use any confidential information provided in the course of settlement negotiations in any other action, litigation, arbitration, mediation, proceeding, or matter of any kind.

16.5. Information provided by the Bosch Defendants and/or the Bosch Defendants' counsel to Settlement Class Representatives, Class Counsel, any individual Class Member, counsel for any individual Class Member, and/or administrators, pursuant to the negotiation and implementation of this Class Action Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the protective order (Dkt. No. 236) that has been entered in the Action, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon any the Bosch Defendants' request, be promptly returned to the requesting the Bosch Defendants' counsel, as appropriate, and there shall be no implied or express waiver of any privileges, rights and defenses.

16.6. This Class Action Agreement, complete with its exhibits and all documents filed with the Court, sets forth the entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended, or modified except by written instrument executed by Lead Plaintiffs' Counsel and Bosch's Lead Counsel. The Parties expressly acknowledge that no other agreements, arrangements, or understandings regarding vehicles not expressed in this Class Action Agreement or the documents filed with the Court exist among or between them, and that in deciding to enter into this Class Action Agreement, they have relied solely upon their own judgment and knowledge. This Class Action Agreement and the accompanying documents filed with the Court supersede any prior agreements, understandings, or undertakings (written or

oral) by and between the Parties regarding the subject matter of this Class Action Agreement.

16.7. This Class Action Agreement and any amendments thereto, and any dispute arising out of or related to this Class Action Agreement, shall be governed by and interpreted according to the Federal Rules of Civil Procedure and applicable jurisprudence relating thereto, and the laws of the State of New Jersey notwithstanding its conflict of law provisions.

16.8. The Court shall retain exclusive and continuing jurisdiction over all Parties, Class Members, the Action, and this Class Action Agreement to resolve any suit, action, proceeding, case, controversy, or dispute that may arise regarding this Class Action Agreement, the Class Notice Program, the Claims Program, application of the Release, or in relation to this Action, including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or termination of the Class Action Agreement (“Disputes”). Accordingly, any disagreement and/or action to enforce this Class Action Agreement, if not resolved by mediation or other consensual means, shall be commenced and maintained only in the United States District Court for the District of New Jersey. The Parties, and each Class Member who has not validly and timely opted-out of this Class Action Agreement, hereby irrevocably submit to the exclusive jurisdiction and venue of the Court for resolution of Disputes, and irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is in any way an improper venue or an inconvenient forum. No Party or Class Member shall oppose the reopening and reinstatement of the Action for the purposes of effecting the Release described in Section 10. The Parties and Class Members hereby agree to pay, and the Court is authorized to award, attorneys’ fees and costs to the prevailing party in connection with a Dispute. Notwithstanding anything else in this Section 16.8, all determinations of the CRC are final and binding, and in any event those determinations shall not be subject to this Section 16.8.

16.9. Whenever this Class Action Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays and Federal Holidays) express delivery service as follows:

If to Bosch, then to:

Matthew D. Slater.
CLEARY GOTTLIEB STEEN & HAMILTON LLP
2112 Pennsylvania Ave., NW
Washington, DC 20037
Email: mslater@cgsh.com

Jennifer Kennedy Park
CLEARY GOTTLIEB STEEN & HAMILTON LLP
One Liberty Plaza
New York, NY 10006
Email: jkpark@cgsh.com

If to the Class, then to:

James E. Cecchi
CARELLA, BYRNE, CECCHI, OLSTEIN,
BRODY, & AGNELLO
5 Becker Farm Road
Roseland, NJ 07068
Email: JCecchi@carellabyrne.com

Steve W. Berman
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Fifth Ave., Suite 2000
Seattle, WA 98101
Email: steve@hbsslaw.com

Christopher A. Seeger
SEEGER WEISS LLP
55 Challenger Road, 6th Floor
Ridgefield Park, NJ 07660
Email: cseeger@seegerweiss.com

16.10. All time periods in this Class Action Agreement shall be computed in calendar days unless otherwise expressly provided. In computing any period of time in this Class Action Agreement or by order of the Court, the day of the act or event shall not be included. The last day of the period shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which the court is closed, in which case the period shall run until the end of the next day that is not one of the aforementioned

days. As used in this Class Action Agreement, “Federal Holiday” includes holidays designated in Fed. R. Civ. P. 6(a) or by the Clerk of the United States District Court for the District of New Jersey.

16.11. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Class Action Agreement.

16.12. The Class, Settlement Class Representatives, Class Counsel, Bosch, and/or Bosch’s Lead Counsel shall not be deemed to be the drafter of this Class Action Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Class Action Agreement was drafted by counsel for the Parties during extensive arm’s-length negotiations. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Class Action Agreement was made or executed.

16.13. The Parties expressly acknowledge and agree that this Class Action Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, related notes, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state or territory.

16.14. The Parties agree that the Class Action Agreement was reached voluntarily after consultation with competent legal counsel.

16.15. Neither this Class Action Agreement, the Claims Program, nor the Emission Modification Program, nor any act performed or document executed pursuant to or in furtherance of this Class Action Agreement, the Claims Program, or the Emission Modification Program is or may be deemed to be or may be used or construed as an admission of, or evidence of, the validity of any of the Released Claims, or of any wrongdoing or liability of any Released Parties; nor may this Class Action Agreement, the Class Notice Program, the Claims Program, or the Emission Modification Program be deemed to be or be used or construed as an admission of, or

evidence of, any fault or omission of any Released Parties in any civil, criminal, regulatory, or administrative proceeding in any court, administrative agency or other tribunal. Nor shall this Class Action Agreement, the Class Notice Program, the Claims Program, or the Emission Modification Program be deemed an admission by any Party as to the merits of any claim or defense.

16.16. Any of the Released Parties may file this Class Action Agreement and/or the Final Approval Order in any action that may be brought against it in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16.17. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Class Action Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Class Action Agreement.

16.18. The waiver by one Party of any breach of this Class Action Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Class Action Agreement.

16.19. If one Party to this Class Action Agreement considers another Party to be in breach of its obligations under this Class Action Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Class Action Agreement.

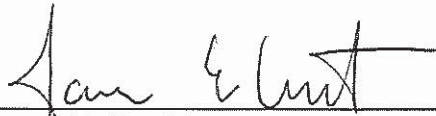
16.20. The Parties, their successors and assigns, and their counsel agree to cooperate fully with one another in seeking Court approval of this Class Action Agreement and to use their best efforts to implement this Class Action Agreement.

16.21. This Class Action Agreement may be signed with an electronic or facsimile signature and in counterparts, each of which shall constitute a duplicate original.

16.22. In the event any one or more of the provisions contained in this Class Action Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Bosch's Lead Counsel on behalf of Bosch, and Lead Plaintiffs' Counsel, on behalf of Settlement Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Class Action Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

COUNSEL FOR PLAINTIFFS:

Date: October 16, 2020



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Donald A. Ecklund
CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY, &
AGNELLO, P.C.
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Tel: (973) 639-9100
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COUNSEL FOR THE BOSCH DEFENDANTS:

Date: October 16, 2020



Matthew D. Slater
Cleary Gottlieb Steen & Hamilton LLP
2112 Pennsylvania Avenue, N.W.
Washington, D.C. 20037
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Jeffrey A. Rosenthal
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Jennifer Kennedy Park
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One Liberty Plaza
New York, NY 10006
Tel: (212) 225-2000
Fax: (212) 225-3999

FOR ROBERT BOSCH GMBH:

Date: October 16, 2020

A handwritten signature in blue ink, appearing to read "Dr. S. Biedenkopf", written over a horizontal line.

Dr. Sebastian Biedenkopf
Senior Vice President
Robert Bosch GmbH

A handwritten signature in blue ink, appearing to read "Reuter Martin", written over a horizontal line.

Reuter Martin
Vice President
Robert Bosch GmbH

FOR ROBERT BOSCH LLC:

Date: October __, 2020

pki, BOSCH, US, M, I, Mike.Mansuetti
Digitally signed by pki, BOSCH,
US, M, I, Mike.Mansuetti
Date: 2020.10.16 09:15:13 -04'00'

NAME
TITLE
Robert Bosch LLC

NAME
TITLE
Robert Bosch LLC

FOR ROBERT BOSCH LLC:

Date: October 16, 2020

NAME

TITLE

Robert Bosch LLC



NAME

Erik Dyhrkopp

TITLE


General Counsel Americas

Robert Bosch LLC

Exhibit 2

United States District Court for the District of New Jersey
In re Mercedes-Benz Emissions Litigation, 16-cv-881 (KM) (ESK)

**If You Bought or Leased a Mercedes-Benz or
Sprinter BlueTEC II Diesel Vehicle,
You May Be Eligible for a
CASH PAYMENT
from Class Action Settlements**

<u>GET PAID CASH</u>	<u>UNDER THE CLASS ACTION SETTLEMENTS¹:</u> Current owners and lessees can get up to \$3,590 or more, and former owners and lessees can get up to \$897.50
	
CURRENT OWNERS AND LESSEES	
GET YOUR AGENCY-APPROVED EMISSION MODIFICATION FREE OF CHARGE TO YOU	From a separate settlement with federal and California regulators; these benefits are available even if you do not participate in the class action settlement
RECEIVE AN EXTENDED MODIFICATION WARRANTY	

YOU MUST TAKE ACTION TO RECEIVE THESE BENEFITS

¹ The "Class Action Settlements" are the separate class settlements with the Mercedes Defendants (the "Mercedes Class Action Settlement") and with the Bosch Defendants (the "Bosch Class Action Settlement"). See **mbbluetecsettlement.com** for more details.

If you currently own or lease a Mercedes-Benz or Sprinter BlueTEC II diesel vehicle (see the table below showing the eligible “Subject Vehicles”²) in the United States, including both Mercedes-Benz- and Freightliner-branded Sprinter diesel vehicles, you may be eligible for a cash payment of up to **\$3,590** (\$3,290 from the Mercedes Class Action Settlement, and up to \$300 from the Bosch Class Action Settlement) if you get an **“Approved Emission Modification”** (AEM) installed in your vehicle (free of charge to you); or **\$2,692.50** (once the AEM is installed, \$2,467.50 from the Mercedes Class Action Settlement, and up to \$225 from the Bosch Class Action Settlement) if a former owner or lessee submits a Valid Claim for the same vehicle. You may also be eligible for additional payments, depending on the vehicle you own or lease.

Former owners and lessees of Mercedes-Benz or Sprinter BlueTEC II diesel vehicles in the United States may be entitled to up to **\$897.50** (\$822.50 from the Mercedes Class Action Settlement, and up to \$75 from the Bosch Class Action Settlement). Please visit **mbbluetecsettlement.com** for more details.

Current owners and lessees must have an AEM installed to receive the cash payments. Installation is available free of charge to you and you will receive an Extended Modification Warranty after the installation. AEMs are available **now** for the Subject Vehicles listed on the enclosed **blue** sheet. You can also check AEM availability at the Settlement Website, **mbbluetecsettlement.com**, where you can type in your VIN or review a list of all Subject Vehicle models that are ready for the AEM installation. You may also call 1-877-313-0170 toll-free to find out whether an AEM is available for your Subject Vehicle. As AEMs for other vehicles become available, owners and lessees of those vehicles will receive another mailed notice. Updates regarding the AEMs and the Class Action Settlements can be found at **mbbluetecsettlement.com**.

The settlement website **mbbluetecsettlement.com** will allow current and former vehicle owners/lessees to register for more information. Registration on the website alone does not constitute a Valid Claim for cash benefits. If you wish to claim a Class Member Payment, you must submit a Valid Claim by the applicable due date, even if you have registered on the website for updates. Please see below concerning the requirement to submit a Valid Claim to receive cash benefits.

WHO IS INCLUDED IN THE PROPOSED SETTLEMENTS?

You are receiving this notice as a current or former owner or lessee of one of the Subject Vehicles listed below. **If you purchased or leased and Registered a Subject Vehicle in the United States, you may be a Class Member and eligible for a cash payment, even if you no longer own or lease the Subject Vehicle.**

² All capitalized terms not defined in this Notice are defined in the Class Action Settlements, copies of which are available at **mbbluetecsettlement.com**.

SUBJECT VEHICLES	
MODEL	MODEL YEARS
E250 BlueTEC	2014-2016
E350 BlueTEC	2011-2013
GL320 BlueTEC	2009
GL350 BlueTEC	2010-2016
GLE300d	2016
GLE350d	2016
GLK250 BlueTEC	2013-2015
ML250 BlueTEC	2015
ML320 BlueTEC	2009
ML350 BlueTEC	2010-2014
R320 BlueTEC	2009
R350 BlueTEC	2010-2012
S350 BlueTEC	2012-2013
Mercedes-Benz or Freightliner Sprinter (4-cylinder)	2014-2016
Mercedes-Benz or Freightliner Sprinter (6-cylinder)	2010-2016

WHAT ARE MY OPTIONS?

If you are a Class Member, you may (1) submit a Valid Claim for payment; (2) do nothing (and get no payment); (3) exclude yourself from the Class (“opt out”); (4) object to the Class Action Settlements; and/or (5) go to a hearing about the fairness of the Class Action Settlements.

- If you do nothing, you will get no payment and you will give up your rights to sue Daimler AG and Mercedes-Benz USA, LLC (the “Mercedes Defendants”) and Robert Bosch GmbH and Robert Bosch LLC (the “Bosch Defendants”) about any of the claims in this case.
- If you exclude yourself (“opt out”) from the Class, you will not be a member of the Class and you will not be eligible for a payment under the Class Action Settlements, but you will keep your right to sue against the Mercedes Defendants and Bosch Defendants about the claims in this case, and you can still have the AEM installed in your vehicle.
- If you object (i.e., tell the Court what you don’t like about one of the settlements or both of them), you will stay in the Class. You must submit a Valid Claim to receive a cash payment, even if you object. If you object and the Court approves the Class Action Settlements, you will be bound by the settlements and give up your right to sue the Mercedes Defendants and the Bosch Defendants about any of the claims in this case.

The postmark deadline for objections and requests for exclusion is **[insert opt-out/objection deadline]**. Please see the Long Form Notice at **mbbluetecsettlement.com** or call **1-877-313-0170** for complete instructions on how to file a claim, object, or exclude yourself, and other important information.

The Court will hold a Fairness Hearing on **[insert date and time]**, at the United States District Court for the District of New Jersey, located at the Martin Luther King Building & United States Courthouse, 50 Walnut Street, Newark, NJ 07102. At the hearing, the Court will consider whether to approve the Class Action Settlements, payment of attorneys' fees and expenses, payments to Settlement Class Representatives, and related issues. Any attorneys' fees and costs or payments to Settlement Class Representatives will not reduce payments to Class Members under the Mercedes Class Action Settlement. Any fees and costs awarded by the Court to Class Counsel in connection with the Bosch Class Action Settlement will reduce individual payments to Class Members under that settlement by no more than 25%. The motions for fees, costs, and incentive awards will be available at **mbbluetecsettlement.com** after they are filed and before the Fairness Hearing. You may attend the Fairness Hearing, but you are not required to.

HOW CAN I GET A PAYMENT?

Current and former owners and lessees may be eligible for cash payments. To claim a cash payment, Class Members must submit a Valid Claim by the deadlines in this Notice.

If you are a current owner or lessee of a Registered Subject Vehicle and have not opted-out from the Class, you can receive a payment by (1) having the AEM installed on your vehicle and (2) submitting a Valid Claim by **October 1, 2022**. Here are the steps to receive a payment:

1. Once an AEM for your vehicle is available, contact your preferred authorized dealership to schedule an appointment to have the AEM installed. AEMs are free of charge to you. Authorized Mercedes-Benz dealerships can be found at **mbusa.com/en/dealers**. Authorized Freightliner Sprinter dealerships can be found at **freightlinersprinterusa.com/freightliner/shopping-tools/find-a-dealer**.



AEMs are available **now** for the Subject Vehicles listed on the enclosed **blue** sheet. You can also check AEM availability at **mbbluetecsettlement.com**. As AEMs for other vehicles become available, owners and lessees of those vehicles will receive another mailed notice. Please continue to check **mbbluetecsettlement.com** for updated information. You may also call 1-877-313-0170 toll-free to find out whether an AEM is available for your Subject Vehicle.



2. Bring your vehicle to your appointment for installation of the AEM. **You must complete the AEM installation before you submit a claim.** Make sure to keep your repair order to submit with your claim, as well as receipts for any travel to and from the dealership for the AEM installation. If your appointment takes three hours or more and you are not offered a loaner vehicle, shuttle, or alternative form of transportation, you may be eligible to receive reimbursement up to \$35 for travel expenses.



3. Submit a valid Claim Form and all required documents by **October 1, 2022** at **mbbluetecsettlement.com** or by mail (postmarked by October 1, 2022) to:

MB Blue Tec Settlement
c/o JND Legal Administration
PO Box 91310
Seattle, WA 98111

If you are a former owner or lessee of a Registered Subject Vehicle, you must submit a Valid Claim by **[[75 days after Notice Date], or by the date the Court finally approves the Mercedes Class Action Settlement (if after [75 days after Notice Date])]**, at **mbbluetecsettlement.com** or by mail to the address listed directly above. Please visit **mbbluetecsettlement.com** for updates about the deadline to submit your claim.

Check mbbluetecsettlement.com often for information about the date of final Court approval of the Class Action Settlements and other updates.

A Claim Form is enclosed in this mailing.

HOW CAN I GET MORE INFORMATION?

Visit **mbbluetecsettlement.com** or call **1-877-313-0170** for more details about the Class Action Settlements, to register for updates, and to learn more about your rights and options.


Exhibit 3

United States District Court for the District of New Jersey

**If You Bought or Leased a Mercedes-Benz or
Sprinter BlueTEC II Diesel Vehicle,
You May Be Eligible for a
CASH PAYMENT
from Class Action Settlements**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

BENEFITS ARE AVAILABLE TO YOU:

<u>GET PAID CASH</u>	<u>UNDER THE CLASS ACTION SETTLEMENTS:</u> Current owners and lessees can get up to \$3,590 or more, and former owners and lessees can get up to \$897.50
	
CURRENT OWNERS AND LESSEES	
GET YOUR AGENCY-APPROVED EMISSION MODIFICATION FREE OF CHARGE TO YOU	From a separate settlement with federal and California regulators; these benefits are available even if you do not participate in the class action settlement
RECEIVE AN EXTENDED MODIFICATION WARRANTY	

YOU MUST TAKE ACTION TO RECEIVE THESE BENEFITS

QUESTIONS? VISIT MBBLUETECSETTLEMENT.COM, OR CALL 1-877-313-0170

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED
WHETHER YOU ACT OR DO NOT ACT.**

**PLEASE CHECK THE SETTLEMENT WEBSITE AT
MBBLUETECSETTLEMENT.COM OFTEN FOR UPDATES AND FURTHER DETAILS.**

You are receiving this Notice as a possible current or former owner or lessee of certain Mercedes-Benz and Sprinter BlueTEC II diesel vehicles, including both Mercedes-Benz- and Freightliner-branded Sprinter diesel vehicles.

You may be eligible for a cash payment under class action settlements.

	Current Owners/Lessees If no former owner/lessee submits a Valid Claim for the same vehicle	Current Owners/Lessees If a former owner/lessee submits a Valid Claim for the same vehicle OR If the current owner/lessee begins owning or leasing after September 14, 2020	Former Owners/Lessees
Class Member Payment	\$3,290 (Mercedes Class Action Settlement) + \$300 (Bosch Class Action Settlement)* + Possible Additional Payment (see Question 7)	\$2,467.50 (Mercedes Class Action Settlement) + \$225 (Bosch Class Action Settlement)* + Possible Additional Payment (see Question 7)	\$822.50 (Mercedes Class Action Settlement) + \$75 (Bosch Class Action Settlement)* (Divided equally among former owners/lessees who submit a Valid Claim for the same vehicle)

*The Bosch Class Action Settlement payments may be reduced up to 25% for attorneys' fees and costs awarded by the Court (see Question 33)

Daimler AG and Mercedes-Benz USA, LLC (the "Mercedes Defendants") and Robert Bosch GmbH and Robert Bosch LLC (the "Bosch Defendants") each have reached settlements (the "Mercedes Class Action Settlement" and the "Bosch Class Action Settlement," together "the Class Action Settlements") with a class of persons or entities

who purchased or leased and Registered¹ model year 2009-2016 Mercedes-Benz or Sprinter BlueTEC II diesel vehicles in the United States, subject to certain exclusions described in this Notice. The specific vehicles (the “Subject Vehicles”) are listed below.

¹ All capitalized terms not defined in this Notice are defined in the Class Action Settlements, copies of which are available at **mbbluetecsettlement.com**.

SUBJECT VEHICLES	
MODEL	MODEL YEARS
E250 BlueTEC	2014-2016
E350 BlueTEC	2011-2013
GL320 BlueTEC	2009
GL350 BlueTEC	2010-2016
GLE300d	2016
GLE350d	2016
GLK250 BlueTEC	2013-2015
ML250 BlueTEC	2015
ML320 BlueTEC	2009
ML350 BlueTEC	2010-2014
R320 BlueTEC	2009
R350 BlueTEC	2010-2012
S350 BlueTEC	2012-2013
Mercedes-Benz or Freightliner Sprinter (4-cylinder)	2014-2016
Mercedes-Benz or Freightliner Sprinter (6-cylinder)	2010-2016

This Notice summarizes the terms of the Class Action Settlements and answers potential questions Class Members may have about their eligibility and the terms of the Class Action Settlements. Additional information is available at **mbbluetecsettlement.com**.

The settlement website mbbluetecsettlement.com will allow current and former vehicle owners/lessees to register for more information. **Registration on the website does not constitute a Valid Claim for cash benefits. If you wish to claim a Class Member Payment, you must submit a Valid Claim by the applicable due date, even if you have registered on the website for updates.**

Please see below concerning the requirement to submit a Valid Claim to receive cash benefits.

SUMMARY OF BENEFITS FOR CLASS MEMBERS

The Class Action Settlements provide cash payments to current and former owners and lessees who are Class Members and who do not “opt out” of the Class Action Settlements.

To be eligible for a cash payment, current owners and lessees must first have an “Approved Emission Modification” or “AEM” installed in their vehicle. An AEM is an

emission control system modification approved by the U.S. Environmental Protection Agency (the “EPA”) and the California Air Resources Board (“CARB”). The AEMs are the result of a separate settlement among the Mercedes Defendants and federal and California state regulators (the “US-CA Consent Decree”). More information about the US-CA Consent Decree is in Question 2 below. AEMs are free of charge to you.

The cash payments under the Class Action Settlements are available only to Class Members. However, current owners and lessees of Subject Vehicles may be eligible to receive the AEM and an Extended Modification Warranty even if they opt out of the Class.

Former owners and lessees are not required to install an AEM to be eligible for cash payment under the Class Action Settlements.

To claim a cash payment, Class Members must submit a Valid Claim by the deadlines in this Notice.

Your legal rights are affected whether you act or not. **Read this Notice carefully because it explains decisions you must make and actions you must take.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT	
DO NOTHING	If you do nothing, you will get no payment, stay in the Class, and give up your rights to sue the Mercedes Defendants and Bosch Defendants regarding any of the claims in this case. You are still eligible to receive the AEM and the Extended Modification Warranty, as discussed in Question 2, below.
SUBMIT A CLAIM FORM BY THE DEADLINE	<p>If you are a <u>current</u> owner or lessee of a Registered Subject Vehicle, you will receive a payment if the AEM is installed and you submit a Valid Claim by October 1, 2022.</p> <p>If you are a <u>former</u> owner or lessee of a Registered Subject Vehicle, you will receive a payment if you submit a Valid Claim by [[75 days after Notice Date], or by the date the Court finally approves the Mercedes Class Action Settlement (if after [75 days after Notice Date]).] Please visit the Settlement Website (mbbluetecsettlement.com) for updates about the deadline to submit your claim.</p> <p>To receive payments under both Class Action Settlements, you must <u>not</u> “opt out” of the Class.</p> <p>See Questions 20-23 for instructions on how to submit a claim.</p>
EXCLUDE YOURSELF	If you exclude yourself from the Class (“opt out”), you will receive no payment under the Class Action Settlements and you will keep

FROM THE CLASS	<p>the right to sue the Mercedes Defendants and Bosch Defendants about the claims in this case. You must send in a written request to be excluded by [insert opt-out deadline] in order to be excluded from the Class (see Question 28).</p> <p>If you choose to exclude yourself from the Class, you can still receive the AEM and the Extended Modification Warranty discussed in Question 2, but you cannot receive any Class Member Payments (see Question 30).</p>
OBJECT TO THE CLASS ACTION SETTLEMENT	<p>You may write to the Court by [insert objection deadline] to explain why you think either or both of the Class Action Settlements is not fair or reasonable or that it is otherwise improper, but you may object to a Class Action Settlement only if you do not exclude yourself from the Class (see Question 31).</p>
GO TO A HEARING	<p>If you file a written objection, you may also ask by [insert objection deadline] to speak in Court about the fairness of either or both of the Class Action Settlements (see Questions 31 and 37), but you don't have to. Even if you don't object, you may appear at the hearing by filing a Notice of Appearance by [insert appearance deadline].</p>

These rights and options — and the applicable deadlines — are explained in this Notice. The deadlines may be moved, cancelled, or otherwise modified without further notice to you. Check the Settlement Website at **mbbluetecsettlement.com** often for updates and more details.

If you do not exclude yourself from the Class, the Class Action Settlements (if approved) will release certain legal claims and will affect your right to start or continue any other lawsuit or proceeding against the Mercedes Defendants and/or Bosch Defendants involving the Subject Vehicles. The releases are addressed in Question 9 and described in the Class Action Settlements, which are available at **mbbluetecsettlement.com**.

ATTORNEYS' FEES

Class Counsel will ask the Court to award up to **\$80,200,000** in attorneys' fees and up to **\$3,200,000** in costs (plus an amount equal to up to 25% of the valid claims submitted in the Bosch Class Action Settlement). Any fees and costs awarded by the Court to Class Counsel will not reduce payments to Class Members under the Mercedes Class Action Settlement. Any fees and costs awarded by the Court to Class Counsel in connection with the Bosch Class Action Settlement will reduce individual payments to Class Members under that settlement by no more than 25%. Class Counsel will also ask the Court to award each of the named Plaintiffs representing the Class (the "Settlement Class Representatives") a "service award" of up to **\$5,000** for their work in this litigation. Any service awards approved by the Court will not reduce payments to Class Members.

The Mercedes Defendants and Bosch Defendants will not pay attorneys' fees and costs to any attorneys other than Class Counsel and attorneys working under Class Counsel's direction. If you choose to hire attorneys that have not been appointed as Class Counsel, you may incur additional charges, subject to your agreement with your personally retained attorneys.

WHAT THIS NOTICE CONTAINS

CLASS MEMBERSHIP AND ELIGIBILITY FOR BENEFITS 1

1. What is this lawsuit about? 1
2. What is the US-CA Consent Decree? 1
3. Am I included in the Class Action Settlement? 2
4. Who qualifies for payment benefits? And what will they receive? 3
5. I sold my vehicle, or no longer lease my vehicle. Am I a Class Member? 4
6. I bought or began leasing my vehicle after September 14, 2020. Am I a Class Member? 5

SETTLEMENT BENEFITS..... 6

7. What additional benefits will be available for Eligible Current Owners/Lesseees who have an AEM installed in their vehicles? 6
8. What payment will I receive if the AEM for my vehicle is not available by October 1, 2022? 7
9. What am I giving up if I stay in the Class? 8
10. Does this settlement affect claims against Bosch? 13
11. Why do I have to sign an Individual Release before receiving a payment? 13
12. How and when will the emissions systems in Subject Vehicles be modified? 14
13. Is there a charge to have an AEM installed? 14
14. How do I schedule an appointment to have the AEM installed in my vehicle? 14
15. To receive a payment under this settlement, when do I need to have the AEM installed? 14
16. What if I altered my vehicle's emission control system? 15
17. What if my vehicle is not operable? 15
18. What if my vehicle is not registered? 15
19. What are the terms of the Extended Modification Warranty? 15
20. How do I claim Class Action Settlement payments? 15
21. When can I submit a claim? 16
22. What is the deadline to submit a claim? 16
23. What supporting documents do I need to submit a claim? 17
24. What happens if I do nothing? 17

UNDERSTANDING THE CLASS ACTION PROCESS 18

25. Why did I receive this Notice? 18
26. What is a class action? 18
27. What am I giving up in exchange for receiving the Class Action Settlement payments? 18

EXCLUDING YOURSELF FROM THE CLASS ACTION SETTLEMENT 19

28. How do I get out of the Class Action Settlement?..... 19

29. If I stay in this Class Action Settlement, can I sue the Mercedes Defendants for the same thing later? 19

30. If I opt out of the Class, can I still get a payment from the Class Action Settlement?..... 20

OBJECTING TO THE CLASS ACTION SETTLEMENT..... 20

31. How do I tell the Court if I do not like the Class Action Settlement? 20

32. What is the difference between objecting to the Class Action Settlement and opting out? 21

THE LAWYERS REPRESENTING THE CLASS..... 21

33. Do I have a lawyer in the case?..... 21

34. How will the lawyers and named Plaintiffs representing the Class be paid? And how much? 22

THE COURT’S FAIRNESS HEARING 22

35. When and where will the Court decide whether to approve the Class Action Settlement?..... 22

36. Do I have to attend the hearing?..... 23

37. May I speak at the hearing?..... 23

GETTING MORE INFORMATION 23

38. How do I get more information? 23

CLASS MEMBERSHIP AND ELIGIBILITY FOR BENEFITS

1. What is this lawsuit about?

Owners and lessees of certain Mercedes-Benz and Sprinter BlueTEC vehicles filed a class action lawsuit against the Mercedes Defendants and the Bosch Defendants, which are collectively referred to as the “Defendants.” The people who sued are called the “Plaintiffs.”

Plaintiffs allege that the Subject Vehicles were equipped with emission control systems that caused the Subject Vehicles to emit more nitrogen oxides (“NOx”) than consumers reasonably expected, and more NOx than was permitted under federal and state clean air laws. Plaintiffs also claim that the Defendants intentionally misled consumers about the qualities and characteristics of the Subject Vehicles.

The case is before Judge Kevin McNulty of the United States District Court for the District of New Jersey (the “Court”). The case is known as *In re Mercedes-Benz Emissions Litigation*, No. 2:16-cv-881-KM-ESK (D.N.J.) (the “Action” or “Class Action”).

Under the Class Action Settlements, the Mercedes Defendants and Bosch Defendants each have agreed to make cash payments to certain *former* owners and lessees of Subject Vehicles, and certain *current* owners and lessees of Subject Vehicles who have Approved Emissions Modifications (“AEMs”) installed in their vehicles.

A complete copy of each of the Class Action Settlements is available at mbbluetecsettlement.com.

2. What is the US-CA Consent Decree?

The US-CA Consent Decree provides AEMs, which are updates to the software in certain Mercedes-Benz and Sprinter BlueTEC II vehicles’ emissions control systems and to certain related hardware, as well as a robust extended warranty for vehicles that receive the AEM. Daimler has developed, and the EPA and CARB have approved, AEMs for approximately **[123,000]** currently registered vehicles. It is anticipated that proposed AEMs for the remaining covered BlueTEC II vehicles will be submitted to EPA and CARB for approval during 2020 and 2021.

AEMs are available now for the Subject Vehicles listed on the Settlement Website, mbbluetecsettlement.com; there, you can also type in your VIN to check if an AEM is available for your Subject Vehicle. As AEMs for other Subject Vehicles become available, owners and lessees of those vehicles will be notified. Please continue to check the Settlement Website for updated information. You may also call 1-877-313-0170 toll-free to find out whether an AEM is available for your Subject Vehicle. For more details about the AEMs and Extended Modification Warranty, please visit bluetecupdate.mbusa.com (if you own or lease a passenger car), bluetecupdate.mbvans.com (if you own or lease a Mercedes-Benz-branded Sprinter), or bluetecupdate.freightlinersprinterusa.com (if you own or lease a Freightliner-branded Sprinter).

Under the US-CA Consent Decree, owners and lessees of Subject Vehicles that are operable and either registered in the United States or its territories, or held by a dealer in the United States or its territories, can receive the AEM and an Extended Modification Warranty for the modified vehicle, free of charge to them, regardless of whether they are Class Members or submit a claim for a Class Member Payment.

A complete copy of the US-CA Consent Decree and additional information is available at bluetecupdate.mbusa.com, bluetecupdate.mbvans.com, and bluetecupdate.freightlinersprinterusa.com.

3. Am I included in the Class Action Settlements?

You are automatically included in both Class Action Settlements if you qualify as a Class Member and do not exclude yourself by “opting out” from the Class.

The Class is composed of all current and former owners or lessees of Subject Vehicles who:

- On or before September 14, 2020 owned or leased and Registered a Subject Vehicle;
- or
- After September 14, 2020 begin owning or leasing and Register a Subject Vehicle for which an AEM has not been installed.

The Class includes automobile dealers and resellers who meet either of the above qualifications for Class membership (including registration of the Subject Vehicle)”

The following persons (including individuals and entities) are **excluded** from the Class, even if they meet the Class definition:

- The Mercedes Defendants and their respective officers, directors, and employees; the Mercedes Defendants’ respective corporate affiliates and corporate affiliates’ officers, directors, and employees; their respective distributors and distributors’ officers, directors, and employees;
- Judicial officers and their immediate family members and associated court staff assigned to this Action;
- Persons who have settled with, released, or otherwise had claims adjudicated on the merits against the Mercedes Defendants arising from the same core allegations or circumstances as the BlueTEC Diesel Matter (as defined in Section 2.6 of the Mercedes Class Action Settlement); and
- All Persons otherwise in the Class who timely and properly exclude themselves from the Class as provided in the Class Action Agreement.

If, after reading this Notice, you are still not sure whether you are included in the Class Action Settlements, you may visit the Settlement Website (mbbluetecsettlement.com) or call **1-877-313-0170**. You may also send questions via e-mail to info@mbbluetecsettlement.com, or via regular mail to:

MB Blue Tec Settlement
c/o JND Legal Administration
PO Box 91310
Seattle, WA 98111

4. Who qualifies for payment benefits? And what will they receive?

Current and former owners and lessees of Subject Vehicles may be eligible for payments.² If a current owner or lessee purchased or leased and Registered their vehicle on or before September 14, 2020 (an “Eligible Current Owner or Lessee”), they are eligible for Owner/Lessee Payments, and if a current owner or lessee purchased or leased and Registered their vehicle after September 14, 2020 (an “Eligible Post-Announcement Owner or Lessee”) (collectively, “Eligible Current Owner/Lessee”), they are eligible for a Post-Announcement Owner/Lessee Payment. Owner/Lessee Payments and Post-Announcement Owner/Lessee Payments under the Mercedes Class Action Settlement are intended to encourage installation of the AEMs.

Eligible Former Owners/Lessees are eligible only for Former Owner/Lessee Payments.

The table below summarizes the eligibility categories and the benefits that Class Members are eligible to receive. The Class Action Settlements describe all of the eligibility criteria and payment details. Information regarding potential additional “contingent” payments, if any, is found in Question 7.

² The Bosch Defendants and their officers, directors and employees, and the Bosch Defendants’ corporate affiliates and corporate affiliates’ officers, directors and employees do not qualify for payment benefits.

Category	Definition	Class Member Payment (excluding possible additional payments – see Question 7)
Eligible Current Owner or Lessee	Owned or leased and Registered a Subject Vehicle on or before September 14, 2020 AND owns or leases that vehicle at the time the AEM is installed	<p>\$3,290 (Mercedes Class Action Settlement) + \$300 (Bosch Class Action Settlement)* If no other Class Member submits a Valid Claim for the same vehicle <u>OR</u></p>
		<p>\$2,467.50 (Mercedes Class Action Settlement) + \$225 (Bosch Class Action Settlement)* If an Eligible Former Owner/Lessee submits a Valid Claim for the same vehicle</p> <p>*The Bosch Class Action Settlement payments may be reduced up to 25% for attorneys' fees and costs awarded by the Court (see Question 33)</p>

Category	Definition	Class Member Payment (excluding possible additional payments – see Question 7)
Eligible Post-Announcement Owner or Lessee	Owns or leases a Registered Subject Vehicle at the time the AEM is installed, but purchased or leased that vehicle after September 14, 2020	<p>\$2,467.50 per Valid Claim (Mercedes Class Action Settlement)</p> <p>+</p> <p>\$225 (Bosch Class Action Settlement)*</p> <p>*The Bosch Class Action Settlement payments may be reduced up to 25% for attorneys' fees and costs awarded by the Court (see Question 33)</p>

Category	Definition	Class Member Payment (excluding possible additional payments – see Question 7)
Eligible Former Owner/Lessee	Owned or leased and Registered a Subject Vehicle on or before September 14, 2020 and then sold, transferred, or surrendered the vehicle by [[75 days after Notice Date], or by the date the Court finally approves the Mercedes Class Action Settlement (if after [75 days after Notice Date]]]	\$822.50 (Mercedes Class Action Settlement) + \$75 (Bosch Class Action Settlement)* if no other Eligible Former Owner/Lessee submits a Valid Claim for the same vehicle <u>OR</u>
		\$822.50 (Mercedes Class Action Settlement) + \$75 (Bosch Class Action Settlement)* each amount divided equally among the number of Valid Claims for the same vehicle submitted by Eligible Former Owners/Lessees *The Bosch Class Action Settlement payments may be reduced up to 25% for attorneys' fees and costs awarded by the Court (see Question 33).

Eligible Current Owners/Lessees must have an AEM installed before submitting a claim for a Class Member Payment, and must submit proof of the AEM installation to the Settlement Administrator to receive a Class Member Payment.

AEMs may be installed free of charge to you at an authorized dealership of the same brand as the Subject Vehicle (*i.e.*, Mercedes-Benz or Freightliner). The Bosch Defendants' obligations under the Bosch Class Action Settlement are limited solely to the payment of not more than \$63.3 million in accordance with Section 11 of the Bosch Class

Action Settlement, inclusive of attorneys' fees, costs, and expenses, if any, as may be ordered as provided under the Bosch Class Action Settlement.

5. I sold my vehicle, or no longer lease my vehicle. Am I a Class Member?

If you owned or leased and Registered a Subject Vehicle on or before September 14, 2020, you are a Class Member. If you sold or otherwise transferred ownership of your vehicle, or terminated your lease (a) by **[[75 days after Notice Date], or by the date the Court finally approves the Mercedes Class Action Settlement (if after [75 days after Notice date])]**; and (b) before the AEM is installed, you may be eligible to receive a Former Owner/Lessee Payment.

TO OBTAIN A CLASS MEMBER PAYMENT, Eligible Former Owners/Lessees MUST submit a complete and Valid Claim by **[[75 days after Notice Date], or by the date the Court finally approves the Mercedes Class Action Settlement (if after [75 days after Notice Date])]**. Please visit the Settlement Website (mbbluetecsettlement.com) for updates about the deadline to submit your claim. Eligible Former Owners/Lessees who miss the claim deadline will not receive a Class Member Payment.

Certain Members of the Class who no longer own or lease their vehicles may be eligible to receive an Owner/Lessee Payment instead of a Former Owner/Lessee Payment. If you (a) had the AEM installed in your Registered Subject Vehicle before you sold it (or otherwise transferred ownership) or terminated your lease, or (b) previously leased your Registered Subject Vehicle, but then you bought it and still own it at the time the AEM is installed, you may be eligible to receive an Owner/Lessee Payment or Post-Announcement Owner/Lessee Payment (as applicable).

*TO OBTAIN A CLASS MEMBER PAYMENT, Eligible Current Owners/Lessees MUST have the AEM installed in their vehicle, and then submit a complete and Valid Claim by **October 1, 2022**. Eligible Current Owners/Lessees who miss the claim deadline will not receive a Class Member Payment.*

If you owned or leased a Registered Subject Vehicle **on or before** September 14, 2020 and then sell (or otherwise transfer ownership of) the vehicle or terminate your lease (a) **after [[75 days after Notice Date], or after date the Court finally approves the Mercedes Class Action Settlement (if later than [75 days after Notice Date])]**; but (b) **before** the AEM is installed, you **are** a Class Member but you are not eligible for a Class Member Payment. To avoid this situation, you should keep your vehicle, have an AEM installed, and submit a claim for an Owner/Lessee Payment. Alternatively, if you sell (or otherwise transfer ownership of) your vehicle or terminate your lease before the date above, you may also submit a claim by the deadline for Eligible Former Owners/Lessees for a Former Owner/Lessee Payment. Please visit the Settlement Website (mbbluetecsettlement.com) for updates about the deadline to submit your claim.

6. I bought or began leasing my vehicle after September 14, 2020. Am I a Class Member?

If you began owning or leasing and Registered a Subject Vehicle for which an AEM has not been installed after September 14, 2020, you are a Class Member. You may be eligible for a Post-Announcement Owner/Lessee Payment if you continue to own or lease the vehicle on the date the AEM is installed.

If you began owning or leasing and Registered a Subject Vehicle for which an AEM has not been installed after September 14, 2020 and then sell or otherwise transfer ownership or possession before the AEM is installed, you are not eligible for a Class Member Payment. To receive a payment, the AEM must be installed before you transfer ownership or possession. If you have the AEM installed, you may submit a claim for a Post-Announcement Owner/Lessee Payment.

SETTLEMENT BENEFITS

7. What additional benefits will be available under the Mercedes Class Action Settlement for Eligible Current Owners/Lessees who have an AEM installed in their vehicles?

The Class Action Settlements provide for cash payments to Eligible Current Owners/Lessees that have an AEM installed in their Registered Subject Vehicle, as described in Question 4.

In addition to the payments described in Question 4, under the Mercedes Class Action Settlement Eligible Current Owners/Lessees who submit Valid Claims may be eligible for additional payments, as summarized below. Eligible Former Owners/Lessees are not eligible for these additional payments and the Bosch Class Action Settlement does not provide any additional payments beyond those described in Question 4. Any additional payments under the Mercedes Class Action Settlement will be paid at the same time as the Current Owner/Lessee Payment or Post-Announcement Owner/Lessee Payment, as applicable.

Situation	Additional Payments
If a proposed emission modification is scheduled under the US-CA Consent Decree for submission to EPA and CARB more than 60 days after the Court approves the Mercedes Class Action Settlement	<p>\$400</p> <p>Please see Section 5.3.1 of the Mercedes Class Action Settlement for more details.</p>
If the Mercedes Defendants submit to EPA and CARB a proposed emission modification more than 30 days after the deadline under the US-CA Consent Decree	<p>\$200*</p>
If the Mercedes Defendants submit to EPA and CARB a proposed emission modification more than 180 days after the deadline under the US-CA Consent Decree	<p>\$400*</p>
<p>*These payments cannot be combined; the additional payment would be <u>either</u> \$200 <u>or</u> \$400, depending on when the proposed emission modification is submitted. Please see Section 5.3.2 of the Mercedes Class Action Settlement for more details.</p>	
If EPA and CARB approve a proposed emission modification that fails to meet the emission standard to which the Registered Subject Vehicles were originally certified	<p>\$350</p> <p>Please see Section 5.3.3 of the Mercedes Class Action Settlement for more details.</p>

Situation	Additional Payments
If, as measured by the Mercedes Defendants in connection with their submission of a proposed emission modification to EPA and CARB or pursuant to industry standards, an AEM causes a reduction in calculated fuel economy using the EPA formula of more than 3 MPG; a decrease of greater than 5% in peak horsepower; or a decrease of greater than 5% in peak torque	\$325**
If an AEM causes a reduction in calculated fuel economy using the EPA formula of more than 6 MPG, or a decrease of greater than 10% in peak horsepower or peak torque	\$650**
**These payments cannot be combined; the additional payment would be <u>either</u> \$325 <u>or</u> \$650, depending on the performance impacts, even if performance is reduced in more than one category. Please see Section 5.3.8 of the Mercedes Class Action Settlement for more details.	
If an AEM changes the frequency with which consumers need to refill their DEF tank, as stated in the consumer notifications required by the US-CA Consent Decree	\$75 Please see Section 5.3.9 of the Mercedes Class Action Settlement for more details.

The Mercedes Class Action Settlement provides that Eligible Current Owners/Lesseees may be able to reserve a loaner car, shuttle service, or other alternative transportation through their authorized dealership, free of charge, if the installation of the AEM will take three hours or longer to complete and if loaner cars are available. In the event a loaner car, shuttle service, or other alternative transportation is not made available by the authorized dealership when the AEM installation takes three hours or longer to complete, under the Mercedes Class Action Settlement Eligible Current Owners/Lesseees may submit a claim for transportation costs incurred, **up to \$35** but must submit a receipt detailing such costs (see Question 23).

8. What payment will I receive if the AEM for my vehicle is not available by October 1, 2022?

If an AEM is not available by October 1, 2022 for a Registered Subject Vehicle that you own or lease, then starting on that date, you may file a claim by November 30, 2022 for a cash payment under the Class Action Settlements. Class Members who cannot install an AEM because it is not available and who timely file a claim may receive the Owner/Lessee Payment or Post-Announcement Owner/Lessee Payment under the Bosch Class Action Settlement, and under the Mercedes Class Action Settlement, they may receive an additional payment as follows:

First tier: If an AEM is not made available by October 1, 2022, Class Members who own or lease an affected Registered Subject Vehicle at that time may file a claim by November 30, 2022 for the following payment:

Model Year	If no Eligible Former Owner/Lessee submits a Valid Claim for the same vehicle	If an Eligible Former Owner/Lessee submits a Valid Claim for the same vehicle
Model Year 2014-2016	\$2,632	\$1,974
Model Year 2012-2013	\$1,974	\$1,480.50
Model Year 2009-2011	\$987	\$740.25

Second tier: If an AEM is not available by October 1, 2022, and no vehicle in that Emission Modification Category can be re-registered in the Registered Subject Vehicle owner's state of residence because the AEM is unavailable, then any Class Members who own an affected Registered Subject Vehicle at that time may file a claim by November 30, 2022 for the Mercedes Defendants to repurchase the vehicle. If a Valid Claim is received by the deadline, the Mercedes Defendants will offer to repurchase the vehicle for an amount equal to its value according to Manheim Market Report, which is a service that provides valuations for vehicles.

The deadline for the Mercedes Defendants to make an AEM available for the purpose of this payment may be extended under the terms of the US-CA Consent Decree. To receive updates if this deadline (and the associated Claim Submission Deadline for Eligible Current Owners/Lessees) changes, and when AEMs become available, please register at **mbbluetecsettlement.com**.

For more details about eligibility for a voluntary repurchase, please see Sections 2.2 and 5.3.4-5.3.7 of the Mercedes Class Action Settlement and **mbbluetecsettlement.com** or call **1-877-313-0170**.

9. What am I giving up if I stay in the Class?

If you stay in the Class and do not exclude yourself from the Class (see Question 28 on how to exclude yourself by "opting out"), you cannot sue the Mercedes Defendants or Bosch Defendants or be part of any other lawsuit against the Mercedes Defendants or Bosch Defendants about the issues in this case.

Full copies of the Class Action Settlements are available at **mbbluetecsettlement.com** and describes the claims that you give up if you do not

exclude yourself from a Class Action Settlement and the Court approves that Class Action Settlement.

You can choose to remain in or opt out of the Class.. You remain a Class member under both of the Class Action Settlements unless you exclude yourself (“opt out”) from the Class.

If you remain a member of the Class and the Court approves the Mercedes Class Action Settlement, you will release the Mercedes Defendants from any claims set forth below and will give up the right to bring or continue any action against the Mercedes Defendants relating to the claims being resolved by the Mercedes Class Action Settlement. If you remain a member of the Class and the Court approves the Bosch Class Action Settlement, you will release the Bosch Defendants from any claims set forth below and will give up the right to bring or continue any action against the Bosch Defendants relating to the claims being resolved by the Bosch Class Action Settlement.

A copy of the Class Release sections from the Mercedes Class Action Settlement is copied below. **Substantially the same Class Release sections appear in the Bosch Class Action Settlement and provide correspondingly broad and comprehensive releases of Bosch Released Parties. Please review the Class Release Provisions in the Bosch Class Action Settlement Agreement, available at mbbluetecsettlement.com, which will apply to you if you do not exclude yourself from the Class and the Court approves the Class Action Settlements.** In addition, each Class Member who submits a Claim Form will be required to execute an Individual Release, which covers the same claims as the Class Release, before receiving any Class Member Payment under the Class Action Settlements. Because Class Members will release a wide range of claims, please carefully read the following Class Release, which will apply to you if you do not exclude yourself from the Class and the Court approves the Class Action Settlements:

Mercedes Class Action Settlement Release Provisions:

- In consideration for the Class Action Settlement, Class Members, on behalf of themselves and their agents, heirs, executors and administrators, successors, assigns, insurers, attorneys (including any attorney engaged by Class Members who is not Class Counsel), representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through, or under them (the “Releasing Parties”), fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes of action of any kind or nature whatsoever, whether in law or in equity, contractual, quasi-contractual or statutory, known or unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or undeveloped, contingent or non-contingent, suspected or unsuspected, whether or not concealed or hidden, arising from, in whole or in part, or in any way related to the BlueTEC Diesel Matter, including without limitation (1) any claims or allegations that are, were, or

could have been asserted in the Action; (2) any claims for fines, penalties, economic damages, punitive damages, exemplary damages, statutory damages, liens, injunctive relief, attorneys' fees (except as provided in Section 11 of this Class Action Agreement), expert, consultant, or other litigation fees or costs; or (3) any other liabilities that were or could have been asserted in any civil, administrative, or other proceeding, including arbitration ("Released Claims"). The Released Claims include without limitation any and all such claims, demands, actions, or causes of action regardless of the legal or equitable theory or nature under which they are based or advanced including without limitation legal and/or equitable theories under any federal, state, provincial, local, tribal, administrative, or international law, or statute, ordinance, code, rule, regulation, contract, common law, equity, or any other source, and whether based in strict liability, negligence, gross negligence, punitive damages, nuisance, trespass, breach of warranty, misrepresentation, breach of contract, fraud, or any other legal or equitable theory, whether existing under the laws of the United States, a state, territory, or possession of the United States, or of any other foreign or domestic state, territory, county, city, or municipality, or any other legal or governmental body, whether existing now or arising in the future, that arise from, in whole or in part, or in any way relate to the BlueTEC Diesel Matter. Notwithstanding the foregoing, this Class Action Agreement does not release any claims for wrongful death or personal injury.

- "BlueTEC Diesel Matter" means all claims arising from or in any way relating to: (1) the design, manufacture, assembly, testing, development, installation, performance, presence, disclosure, or nondisclosure of any auxiliary emission control device ("AECD") (as defined in 40 C.F.R. § 86.1803-01) or defeat device (as defined in 40 C.F.R. § 86.1803-01 or 42 U.S.C. § 7522(a)(3)(B)) in any Subject Vehicle, as that term is defined in Section 2.70 of the Class Action Agreement; (2) the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment and methods and related hardware or software in Subject Vehicles, including Diesel Exhaust Fluid and associated equipment, Selective Catalytic Reduction systems, electronic control units, and emission-related software programming, coding, and calibrations; (3) overpayment or diminution in value related to the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment and methods and related hardware or software in Subject Vehicles; (4) the actual or alleged noncompliance of any Subject Vehicle with state or federal environmental or emissions standards; (5) the marketing or advertisement of the emissions or environmental characteristics or performance of any Subject Vehicle, including as clean diesel, clean, low emissions, green, environmentally friendly, and/or compliant with state or federal environmental or emissions standards; (6) the marketing or advertisement of the fuel efficiency, fuel economy, mileage, power, drivability, or performance of any Subject Vehicle, to the extent related in any way to the emissions performance, the design, manufacture, assembly,

testing, development, installation, or performance of emission control equipment and methods, and related hardware or software; (7) any badges, signage, or BlueTEC labels on the Subject Vehicles, including any badges or signage placed on the Subject Vehicles at the point of sale or in an advertisement; (8) performance of the AEM in a Subject Vehicle, exclusive of the Extended Modification Warranty and any “Lemon Law” protections available to Class Members; (9) whether the Subject Vehicles meet or exceed (or met or exceeded) consumer expectations, to the extent related in any way to the emissions performance, the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment, and methods and related hardware or software; or (10) the subject matter of the Action as well as events or allegations related to the Action, with respect to the Subject Vehicles. Without limiting the foregoing, “BlueTEC Diesel Matter” includes allegations that (i) are related to any Subject Vehicle, (ii) relate to conduct by a Released Party that predates the date of the Class Action Settlement, and (iii) formed or relate to the factual basis for a claim that was made or could have been made in the Complaint.

- The Released Parties include, without limitation, (1) Daimler AG, Mercedes-Benz USA, LLC, Mercedes-Benz AG, and any former, present, and future owners, shareholders (direct or indirect), members (direct or indirect), directors, officers, members of management or supervisory boards, employees, attorneys, affiliates, parent companies (direct or indirect), subsidiaries (direct or indirect), predecessors, and successors of any of the foregoing (the “Entities”); (2) any and all contractors, subcontractors, joint venture partners, consultants, auditors, dealers, and suppliers of the Entities; (3) any and all persons and entities indemnified by any Entity with respect to the Action or the BlueTEC Diesel Matter; (4) any and all other persons and entities involved in the design, research, development, manufacture, assembly, testing, sale, leasing, repair, warranting, marketing, advertising, public relations, promotion, or distribution of any Subject Vehicle, even if such persons are not specifically named in Section 10.2 of the Class Action Agreement; (5) Settlement Administrator; (6) lenders, creditors, financial institutions, or any other parties that financed any purchase or lease of a Subject Vehicle; (7) for each of the foregoing, their respective former, present, and future affiliates, parent companies, subsidiaries, predecessors, successors, shareholders, indemnitors, subrogees, spouses, joint venturers, general or limited partners, attorneys, assigns, principals, officers, directors, members of management or supervisory boards, employees, members, agents, representatives, trustees, insurers, reinsurers, heirs, beneficiaries, wards, estates, executors, administrators, receivers, conservators, personal representatives, divisions, dealers, and suppliers; and (8) any other person or entity that is or could be alleged to be responsible or liable in any way whatsoever, whether directly or indirectly, for the BlueTEC Diesel Matter. Notwithstanding the foregoing, the Released Parties do not include the Non-Settling Defendants Robert Bosch GmbH and Robert Bosch LLC.

- For the avoidance of doubt, Class Counsel, the Settlement Class Representatives, and Class Members expressly understand and acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true, related to the BlueTEC Diesel Matter, the Released Claims, and/or the Release herein. Nevertheless, it is the intention of Class Counsel, the Settlement Class Representatives, and Class Members in executing this Class Action Agreement to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all Released Claims which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding).
- In exchange for the Benefits, Class Members release their potential claims under the Trade Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses, 16 C.F.R. § 433.2 (the "Holder Rule"), relating to the BlueTEC Diesel Matter.
- Settlement Class Representatives expressly understand and acknowledge, and Class Members will be deemed to understand and acknowledge, Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Each Settlement Class Representative expressly acknowledges that they have been advised by Class Counsel of the contents and effect of Section 1542 of the California Civil Code and that they have considered the possibility that the number or magnitude of all claims may not currently be known. To ensure that this Release is interpreted fully in accordance with its terms, Class Members expressly waive and relinquish any and all rights and benefits that they may have under Section 1542 of the California Civil Code to the extent that Section 1542 of the California Civil Code may be applicable to the Release. Class Members likewise expressly waive and relinquish any rights or benefits of any law of any state, territory, county, municipality, or city of the United States, federal law or principle of common law, or of international, foreign, or tribal law, which is similar, comparable, analogous, or equivalent to Section 1542 of the California Civil Code to the extent that such laws or principles may be applicable to the Release.
- Each Class Member who submits a Claim shall be required to execute an Individual Release, in the form attached as Exhibit 5 to the Class Action Agreement, as a precondition to receiving a Class Member Payment. Consistent with the Release provided in the Class Action Agreement, the Individual Release will provide that the Class Member releases all of the Released Parties from any and all Released Claims (as described in Section 10 of the Class Action Agreement) arising out of or related to the BlueTEC Diesel Matter. The Individual Release shall remain effective even if the Court does not enter the Final Approval Order, the Final Approval Order is reversed

and/or vacated on appeal, or if this Class Action Agreement is abrogated or otherwise voided in whole or in part. The Individual Release binds Class Members when they receive a Class Member Payment.

- **Class Members expressly agree that the Release and the Final Approval Order, are, will be, and may be raised as a complete defense to, and will preclude, any action or proceeding specified in, or involving claims encompassed by, the Release. Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or other proceeding against the Released Parties with respect to the claims, causes of action, and/or any other matters subject to this Release. To the extent that they have initiated, or caused to be initiated, any suit, action, or proceeding not already encompassed by the Action, Class Members shall promptly cause their claims in any such suit, action, or proceeding to be dismissed with prejudice. If a Class Member commences, files, initiates, or institutes any legal action or other proceeding for any Released Claim against any Released Party in any federal or state court, arbitral tribunal, or administrative or other forum, (1) such legal action or other proceeding shall be dismissed with prejudice and at that Class Member's cost; (2) any refusal or failure to immediately dismiss such claims shall provide a basis for any Released Party to seek an injunction, sanctions, or other appropriate relief; and (3) the respective Released Party shall be entitled to recover any and all reasonable related costs and expenses from that Class Member arising as a result of that Class Member's breach of their obligations under this Release. Within five business days of the Post-Appeal Date, Class Counsel will dismiss the Mercedes Defendants from the Complaint in this Action with prejudice.**
- **The Benefits pursuant to the Class Action Agreement are in full, complete, and total satisfaction of all of the Released Claims against the Released Parties. The Benefits are sufficient and adequate consideration for each and every term of this Release, and this Release shall be irrevocably binding upon Settlement Class Representatives and Class Members.**
- **The Release shall be effective with respect to all Releasing Parties, including all Class Members, regardless of whether those Class Members ultimately submit a Claim or receive a Class Member Payment under this Class Action Agreement.**
- **Upon the Effective Date, Released Parties absolutely and unconditionally release and forever discharge the Settlement Class Representatives, Class Members, the Mercedes Defendants' counsel, and Class Counsel from any and all claims relating to the institution or prosecution of the Action.**

10. Why do I have to sign an Individual Release before receiving a payment?

Class Members must sign an Individual Release and submit it with their Claim Form to receive a Class Member Payment. The Individual Release will release the same claims as the Class Release discussed in Question 9. However, if you execute the Individual Release and receive a Class Member Payment under a Class Action Settlement, you will release the claims discussed in Question 9 even if that Class Action Settlement is terminated or if the settlement is appealed and overturned. Because the Individual Release will remain effective in these circumstances, the Mercedes Defendants and Bosch Defendants have agreed that the Settlement Administrator can begin making Class Member Payments after the Court grants final approval to the Class Action Settlements, without waiting for the outcome of any appeal.

MODIFYING YOUR VEHICLE'S EMISSIONS SYSTEM

11. How and when will the emissions systems in Subject Vehicles be modified?

Proposals for emissions modifications for Subject Vehicles ("AEMs") will be submitted at different times for EPA's and CARB's approval under the terms of the US-CA Consent Decree. Within 15 days of EPA's and CARB's approval of an emissions modification, customers can begin scheduling appointments at authorized dealerships to install the AEM.

AEMs are available now for the Subject Vehicles listed on the Settlement Website, **mbbluetecsettlement.com**; there, you can also type in your VIN to check if an AEM is available for your Subject Vehicle. As AEMs for other Subject Vehicles become available, owners and lessees of those vehicles will be notified. Please continue to check the Settlement Website for updated information. You may also call 1-877-313-0170 toll-free to find out whether an AEM is available for your Subject Vehicle. For more details about the AEMs and Extended Modification Warranty, please visit **bluetecupdate.mbusa.com** (if you own or lease a passenger car), **bluetecupdate.mbvans.com** (if you own or lease a Mercedes-Benz-branded Sprinter), or **bluetecupdate.freightlinersprinterusa.com** (if you own or lease a Freightliner-branded Sprinter).

12. Is there a charge to have an AEM installed?

No. AEMs are free of charge to you at an authorized dealership.

13. How do I schedule an appointment to have the AEM installed in my vehicle?

Call your preferred authorized dealership to schedule an appointment to have the AEM installed. If you are a Mercedes-Benz vehicle owner, you can check **mbusa.com/en/dealers** for authorized dealerships in your area. If you are a Freightliner Sprinter owner, you can check **freightlinersprinterusa.com/freightliner/shopping-tools/find-a-dealer** for authorized dealerships in your area.

14. To receive a payment under this settlement, when do I need to have the AEM installed?

If you own or lease a Registered Subject Vehicle, to receive a payment under the Class Action Settlements, **you must complete your AEM installation and submit a Valid Claim by October 1, 2022.** You can continue to drive your vehicle without an AEM until you schedule an AEM appointment, but you will not be eligible to submit a claim for a Current Owner/Lessee Payment or Post-Announcement Owner/Lessee Payment until the AEM is installed in your vehicle.

15. What if I altered my vehicle's emission control system?

If you altered the emission control system in your vehicle, you may still be eligible to receive the AEM and may still be a Class Member eligible for a payment under the Class Action Settlements. However, if the AEM cannot be installed on your vehicle because of alterations to the emission control system or if the alterations are likely to substantially affect the operation of your vehicle with the AEM installed, you may not be eligible for the AEM or for a payment under the Class Action Settlements unless you first reverse the alterations, at your own expense (see the US-CA Consent Decree and Section 2.53 of the Mercedes Class Action Settlement for additional details).

16. What if my vehicle is not operable?

Pursuant to the US-CA Consent Decree, your vehicle must be operable to receive the AEM. That means the vehicle must be able to be driven under its own engine power (see the US-CA Consent Decree and Section 2.53 of the Mercedes Class Action Settlement for additional details).

17. What if my vehicle is not registered?

Registration at the time the AEM was installed in your vehicle (or, if you are making a claim as an Eligible Former Owner/Lessee, when you owned/leased the vehicle) is a requirement to file a Valid Claim on that vehicle under the Class Action Settlements.

18. What are the terms of the Extended Modification Warranty?

Please refer to the terms of the Extended Modification Warranty at **mbbluetecsettlement.com**, **mbbluetecupdate.mbusa.com** (if you own or lease a passenger car), **bluetecupdate.mbvans.com** (if you own or lease a Mercedes-Benz-branded Sprinter), or **bluetecupdate.freightlinersprinterusa.com** (if you own or lease a Freightliner-branded Sprinter).

HOW TO GET PAYMENTS –SUBMITTING CLAIMS FOR REGISTERED SUBJECT VEHICLES

19. How do I claim Class Action Settlement payments?

To claim a Class Member Payment under the Class Action Settlements, you must submit a Valid Claim by the applicable deadline. Claims can be submitted online, at **mbbluetecsettlement.com**, or by mail. You can obtain and print Claim Forms for mail submissions by downloading them from **mbbluetecsettlement.com** or you may request to have a Claim Form mailed to you by calling **1-877-313-0170**.

Submit claims Online: mbbluetecsettlement.com

**Submit claims via Mail: MB Blue Tec Settlement
c/o JND Legal Administration
PO Box 91310
Seattle, WA 98111**

If you want to claim Class Member Payments under the Class Action Settlements, you only need to file one Claim Form in the Mercedes Class Action Settlement and that Claim Form also will automatically be treated as a claim in the Bosch Class Action Settlement.

20. When can I submit a claim?

The Claims Program begins on **[insert date notice is sent]**. Eligible Former Owners/Lessees may submit claims as soon as the Claims Program begins. Eligible Current Owners/Lessees may submit claims after the Claims Program begins and after they have the AEM installed in their Registered Subject Vehicle.

Class Members may also register at **mbbluetecsettlement.com** for updates and information at any time. **Registration on the website does not constitute a claim. If you wish to claim a Class Member Payment, you must submit a Valid Claim by the applicable due date, even if you have registered on the website for updates.**

Note: If an AEM for your vehicle is not available by October 1, 2022, you may submit a complete Claim Form beginning on October 1, 2022 and by no later than November 30, 2022.

AEMs are available now for the Subject Vehicles listed on the Settlement Website, **mbbluetecsettlement.com**; there, you can also type in your VIN to check if an AEM is available for your Subject Vehicle. As AEMs for other Subject Vehicles become available, owners and lessees of those vehicles will be notified. Please continue to check the Settlement Website for updated information. You may also call 1-877-313-0170 toll-free to find out whether an AEM is available for your Subject Vehicle.

You can visit the Settlement Website (**mbbluetecsettlement.com**) to sign up for e-mail updates about the Class Action Settlements. Signing up for e-mail updates on the

Settlement Website is not a submission of a claim, and you should check the Settlement Website (mbbluetecsettlement.com) often, even after you sign up for e-mail updates.

21. What is the deadline to submit a claim?

The deadline for you to submit a claim depends on whether you are an Eligible Current Owner/Lessee or an Eligible Former Owner/Lessee.

The deadline for Eligible Current Owners/Lessees to have the AEM installed in their Registered Subject Vehicle and submit a Valid Claim is **October 1, 2022**. To ensure that you have adequate time to schedule and complete your AEM and complete the Claim Form, you should not wait until the October 1, 2022 deadline approaches to schedule your AEM installation and submit your Claim Form.

Note: If an AEM for your vehicle is not available by October 1, 2022, you must submit a complete Claim Form by November 30, 2022 to receive a Class Member Payment; please see Question 8 for more details. Please see Question 20 for information about how to check whether an AEM is ready for your Subject Vehicle.

The deadline for Eligible Former Owners/Lessees to submit a Valid Claim is **[[75 days after Notice Date], or the date the Court finally approves the Mercedes Class Action Settlement (if after [75 days after Notice Date])]**. Please visit the Settlement Website (mbbluetecsettlement.com) for updates about the deadline to submit your claim.

Class Members who do not submit a Valid Claim by the applicable deadline will not receive a Class Member Payment.

22. What supporting documents do I need to submit a claim?

You will be required to submit supporting documentation to complete your claim, which may include:

- Proof of current or former vehicle ownership or lease;
- Dates you owned or leased the Registered Subject Vehicle;
- A copy of your driver's license or other government-issued identification;
- Proof of vehicle registration, including date of registration;
- For current owners and lessees, the repair order or invoice you receive when the AEM is performed on your Registered Subject Vehicle in order to prove that your vehicle received the AEM (unless no AEM for your Registered Subject Vehicle was made available by October 1, 2022); and

- If submitting a claim for the transportation reimbursement discussed in Question 7, a receipt establishing the transportation costs for trips to and from the authorized dealership.

23. What happens if I do nothing?

If you are a Class Member (as explained in Question 3) and you do nothing, you will not get any payment from either of the Class Action Settlements, but you will remain in the Class and you will be bound by the Court's decisions. You will give up (or "release") all claims that have been made and all related claims that could have been made in this lawsuit. This means that you are agreeing to fully, finally, and forever release, relinquish, and discharge all Released Claims against the Released Parties, as set forth above in response to Question 9.

Unless you affirmatively exclude yourself from the Class by opting out of the Class (see Question 28), if the Class Action Settlements are approved, you won't be able to sue or be part of any other lawsuit against the Mercedes Defendants and Bosch Defendants about the claims in this lawsuit ever again, regardless of whether you submit a claim or have the AEM installed in your Registered Subject Vehicle.

If you have any questions, you can contact the lawyers listed in Question 32 for free to discuss, or you can talk to another lawyer of your own choosing at your own expense.

UNDERSTANDING THE CLASS ACTION PROCESS

24. Why did I receive this Notice?

You received a Notice because you may be a Class Member. The Court authorized this Notice because Class Members have a right to know about the Class Action Settlements and to understand all of their options before the Court decides whether or not to approve the Class Action Settlements. This Notice summarizes the Class Action Settlements and explains Class Members' legal rights and options, as well as some of the relief provided by the US-CA Consent Decree. However, please read the complete text of the Class Action Settlements and US-CA Consent Decree for more details. You can find these documents at **mbbluetecsettlement.com**.

25. What is a class action?

A class action is a representative lawsuit. One or more Plaintiffs (who are also called "class representatives") sue on behalf of themselves and all other people with similar claims who are not named in the lawsuit but are described in the class definition and are members of the Class. When a class action is settled, the Court resolves the issues in the lawsuit for all members of the Class, except for those who leave (opt out of) the Class. Opting out means that you will not receive a Class Member Payment under the Class Action Settlements. The opt-out process is described in Question 27 of this Notice. Current owners and lessees of Subject Vehicles may be eligible to

receive the AEM and an Extended Modification Warranty even if they opt out of the Class.

26. What am I giving up in exchange for receiving the Class Action Settlement payments?

If the Court approves the Class Action Settlements and you do not opt out, you will be eligible for the cash benefits, as described above. In exchange, you will waive your right to sue the Mercedes Defendants and the Bosch Defendants and related parties for the claims being resolved by these Class Action Settlements, as set forth in Question 9. If you submit a claim and receive a Class Member Payment, you will waive your right to sue the Mercedes Defendants and the Bosch Defendants for the claims described in Question 9, even if the Court does not approve the Class Action Settlements. The Class Action Settlements **do not** provide payments for any individuals or entities who are not Members of the Class (see Question 3) and do not affect any legal rights related to claims for personal injury or wrongful death.

The Class Action Settlements contain the complete text and details of what rights Class Members waive unless they exclude themselves from the Class, so please read them carefully. The Class Action Settlements are available on the Settlement Website, **mbbluetecsettlement.com**. If you have any questions, you may talk to the Class Counsel listed in Question 33 for free, or you may talk to another lawyer of your choosing at your own expense.

EXCLUDING YOURSELF FROM THE CLASS ACTION SETTLEMENTS

27. How do I get out of the Class Action Settlements?

If you do not want to receive any Class Member Payment provided by the Class Action Settlements, and you want to retain the right to sue the Mercedes Defendants and the Bosch Defendants about the legal issues in this case, then you must take steps to exclude yourself from the Class.

You may do this by asking to be excluded from the Class, sometimes referred to as “opting out of” the Class. To opt-out of the Class, you must send a letter or other written document to the Settlement Administrator. Your opt-out request must include:

- Your name, address, and telephone number;
- The VIN of your Registered Subject Vehicle;
- A statement that “I wish to exclude myself from the Class in *In re Mercedes-Benz Emissions Litigation*, No. 2:16-cv-0881 (D.N.J.),” or substantially similar clear and unambiguous language;
- A statement as to whether you own, lease, owned, or leased a Registered Subject Vehicle; and

- Your personal, physical signature is required (electronic signatures, including Docusign, or PDF signatures are not permitted and will not be considered personal signatures). Requests signed solely by your lawyer are not valid.

You must mail your signed written request to:

MB Blue Tec Settlement - Exclusions
c/o JND Legal Administration
PO Box 91385
Seattle, WA 98111

Your signed written request must be sent (postmarked or e-mailed) by **[insert opt-out deadline]**, the “**Opt-Out Deadline**.”

28. If I stay in the Class, can I sue the Mercedes Defendants and the Bosch Defendants for the same thing later?

No. Unless you exclude yourself (“opt out”), you give up the right to sue the Mercedes Defendants and the Bosch Defendants for all of the claims that the Class Action Settlements resolve. Please see Question 9 and Section 10 of the Class Action Agreements for more details.

29. If I opt out of the Class, can I still get a payment from the Class Action Settlements?

No. If you exclude yourself (“opt out”) from the Class, you will not get any of the cash benefits provided by the Class Action Settlements.

Under the US-CA Consent Decree, if you own or lease a Subject Vehicle that is operable and registered or held by a dealer in the United States or its territories, you would still be able to obtain an Approved Emission Modification and Extended Modification Warranty free of charge. See Question 12 and mbbluetecupdate.mbusa.com (if you own or lease a passenger car), bluetecupdate.mbvans.com (if you own or lease a Mercedes-Benz-branded Sprinter), or bluetecupdate.freightlinersprinterusa.com (if you own or lease a Freightliner-branded Sprinter) for details regarding how to obtain the AEM and Extended Modification Warranty.

OBJECTING TO THE CLASS ACTION SETTLEMENTS

30. How do I tell the Court if I do not like one of the Class Action Settlements (or both)?

If you do not opt out of the Class, you may object to the Class Action Settlements. The Court will consider your views.

To comment on or to object to a Class Action Settlement or Class Counsel's request for attorneys' fees and costs, you or your attorney must submit your written objection to the Court, including the following:

- Your name, address, and telephone number;
- A statement saying that you object to the Class Action Settlement in *In re Mercedes-Benz Emissions Litigation*, No. 2:16-cv-881 (D.N.J.);
- A statement as to which Settlement—the Mercedes Class Action Settlement or the Bosch Class Action Settlement—to which you are objecting (or a statement that you are objecting to both Class Action Settlements);
- A statement that you have reviewed the Class definition and have not opted out of the Class;
- The reasons you object to that Class Action Settlement (or both) or Class Counsel's request for attorneys' fees and costs, along with any supporting materials;
- The VIN of your Registered Subject Vehicle and the dates you owned or leased the vehicle; and
- Your signature (physical, not electronic, form) and date.

In addition, if you wish to speak at the final approval hearing (the "Fairness Hearing"), you must submit a written notice of your intent (see Question 37 below).

You must mail your objection to the addresses below, postmarked by **[insert objection deadline]**:

COURT	CLASS COUNSEL	THE MERCEDES DEFENDANTS	THE BOSCH DEFENDANTS
Clerk of the Court/Judge Kevin McNulty Martin Luther King Building & United States Courthouse 50 Walnut Street Newark, NJ 07101	James E. Cecchi Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. 5 Becker Farm Road Roseland, NJ 07068	Daniel W. Nelson Gibson, Dunn & Crutcher LLP 1050 Connecticut Avenue NW Washington, D.C. 20036	Matthew D. Slater Cleary Gottlieb Steen & Hamilton LLP 2112 Pennsylvania Ave., NW Washington, DC 20037

Submitting an objection is not a substitute for submitting a claim as described in Questions 20-23. Even if you make an objection, you must also submit a Valid Claim by the applicable deadline in order to get any cash payment under the Class Action Settlements.

31. What is the difference between objecting to the Class Action Settlements and opting out?

If you opt out of the Class, you cannot object to the Class Action Settlements. Opting out is telling the Court that you do not want to be part of the Class Action Settlements, and you do not want to receive any Class Member Payment from the Class Action Settlements. If you opt out of the Class Action Settlements, you have no basis to object to the Class Action Settlements by telling the Court you do not like something about them, because the Class Action Settlements no longer affect you. If you opt out, you keep your right to sue the Mercedes Defendants and the Bosch Defendants, but you give up your right to obtain a cash payment under the Class Action Settlements. If you opt out, you may still be eligible to receive the AEM and the Extended Modification Warranty pursuant to the US-CA Consent Decree.

If you object to one of the Class Action Settlements (or both), you are expressing your views about that Class Action Settlement, but you remain a Class Member (if you are otherwise eligible). If you make an objection, you must still submit a claim in order to get a Class Member Payment under the Class Action Settlements.

THE LAWYERS REPRESENTING THE CLASS

32. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent the Class as “**Class Counsel.**” You will not be charged for contacting these lawyers. Please contact them at **shelby@hbsslaw.com or 206-623-7292**. They are:

James E. Cecchi Carella, Byrne, Cecchi, Olstein, Brody & Agnello, P.C. 5 Becker Farm Road Roseland, NJ 07068	Steve W. Berman Hagens Berman Sobol Shapiro LLP 1301 2nd Avenue, Suite 2000 Seattle, WA 98101	Christopher A. Seeger Seeger Weiss LLP 55 Challenger Road, 6th Floor Ridgefield Park, NJ 07660
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33. How will the lawyers and named Plaintiffs representing the Class be paid? And how much?

Under the Mercedes Class Action Settlement, any reasonable attorneys’ fees and costs awarded to Class Counsel by the Court will be paid separately by the Mercedes Defendants in addition to the Class Member Payments, and will not reduce benefits to Class Members. Under the Bosch Class Action Settlement, any reasonable attorneys’ fees and costs awarded to Class Counsel by the Court will be paid from, and will reduce, individual Class Member Payments by no more than 25% each.

Class Counsel will ask the Court to award up to **\$80,200,000** in attorneys’ fees and up to **\$3,200,000** in costs from the Mercedes Defendants. Class Counsel will also ask

the Court to award attorneys' fees and costs in an amount equal to up to 25% of the valid claims submitted in the Bosch Class Action Settlement. Class Counsel also will ask the Court to award each of the named Plaintiffs representing the Class (the "Settlement Class Representatives") a "service award" of up to **\$5,000** for their work in this litigation. That filing will be available on the Settlement Website shortly after it is filed with the Court, and will describe the methodology and rationale behind Class Counsel's requests. Class Members will have an opportunity to comment on and/or object to the requests, as explained further in Question 31. The Court must approve any requested attorneys' fees and costs and service awards before they are paid by the Mercedes Defendants (or in the case of the Bosch Class Action Settlement, before they are distributed to Class Counsel).

The Mercedes Defendants and Bosch Defendants will not pay attorneys' fees and costs to any attorneys other than Class Counsel and attorneys working under Class Counsel's direction. If you choose to hire attorneys that have not been appointed as Class Counsel, you may incur additional charges, subject to your agreement with your personally retained attorneys. No attorneys other than Class Counsel or other attorneys authorized by Class Counsel to perform work in connection with this Action will receive fees or expenses from the Mercedes Defendants under the Class Action Settlement or any fee-shifting statute.

THE COURT'S FAIRNESS HEARING

34. When and where will the Court decide whether to approve the Class Action Settlements?

The Court will hold the Fairness Hearing on **[insert date and time]**, at the United States District Court for the District of New Jersey, located at the Martin Luther King Building & United States Courthouse, 50 Walnut Street, Newark, NJ 07102. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website **mbbluetecsettlement.com** or call **1-877-313-0170** for further updates.

At this hearing, the Court will hear evidence about whether the Class Action Settlements and Class Counsel's request for attorneys' fees and costs are fair, reasonable, and adequate. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Class Action Settlements and Class Counsel's request for attorneys' fees and costs. We do not know how long it will take for the Court to reach its decisions.

35. Do I have to attend the hearing?

No. Class Counsel and lawyers representing the Mercedes Defendants and Bosch Defendants will answer questions the Court may have. You are welcome to attend at

your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You also may have your own lawyer attend the hearing at your expense, but it is not necessary.

36. May I speak at the hearing?

If you or your attorney attend the Fairness Hearing, you may ask the Court for permission to speak. To do so, you must first send a letter stating that it is your “Notice of Intention to Appear in *In re Mercedes-Benz Emissions Litigation*, No. 2:16-cv-881 (D.N.J.).” Be sure to include your name, address, telephone number, and signature. Your notice of intention to appear must be postmarked by **[insert appearance deadline]** and sent to the addresses listed in Question 31. The Court will determine whether to grant you permission to speak.

GETTING MORE INFORMATION

37. How do I get more information?

This Notice summarizes the Class Action Settlements. More details are in the Class Action Settlements and the US-CA Consent Decree. You can get copies of all of these documents on the Settlement Website (**mbbluetecsettlement.com**). You also may call **1-877-313-0170** for additional information or send questions via e-mail to **info@mbbluetecsettlement.com** or via regular mail to:

MB Blue Tec Settlement
c/o JND Legal Administration
PO Box 91310
Seattle, WA 98111

You can access the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.njd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of New Jersey, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT OR COUNSEL FOR DAIMLER AG, MERCEDES-BENZ USA, LLC, ROBERT BOSCH GMBH, OR ROBERT BOSCH LLC REGARDING THIS NOTICE.

Exhibit 4

[bar code]

In re Mercedes-Benz Emissions Litigation
Class Action Settlement Claim Form
Claim Form Instructions

Instructions for Completing the Enclosed Claim Form

You must complete, sign, and return the enclosed Claim Form to receive a payment under the Class Action Settlements.¹

Please read the full Long Form Notice, which is available at the Settlement Website, mbbluetecsettlement.com, before completing your Claim Form. If you have questions about this Claim Form, please visit the Settlement Website, call **1-877-313-0170** toll-free or email info@mbbluetecsettlement.com.

CLAIM SUBMISSION INSTRUCTIONS AND DEADLINES:

- To receive a Class Member Payment, you must submit a completed and signed Claim Form, including all required documentation, by the deadline that applies to you. These deadlines are set forth in detail at the Settlement Website, mbbluetecsettlement.com. To summarize:
 - If you are an Eligible Current Owner/Lessee, your claim must be submitted online or postmarked by **October 1, 2022**.
 - If you are an Eligible Former Owner/Lessee, your claim must be submitted online or postmarked by **[[75 days after Notice Date], or by the date the Court finally approves the Mercedes Class Action Settlement (if after [75 days after Notice Date])]**. Please visit mbbluetecsettlement.com for updates about the deadline to submit your claim.
 - You may submit your completed Claim Form and all required documents online at mbbluetecsettlement.com. You may also mail your completed Claim Form and documentation to:

MB BlueTec Settlement
c/o JND Legal Administration
PO Box 91310
Seattle, WA 98111
- You should not wait until close to the deadline to submit your Claim Form. All Claim Forms require information and documentation that you might need time to collect, and all Eligible Current Owners/Lessees must have scheduled and completed installation of the AEM for their vehicle before submitting their Claim Form.
- The following documentation is required to submit a claim:
 - A completed and signed Claim Form
 - Proof of current or former ownership or lease, including dates of ownership or lease, for your Subject Vehicle
 - Proof of vehicle registration for your Subject Vehicle
 - Fully executed Individual Release (a copy of the Individual Release is included with this Claim Form)

¹ The "Class Action Settlements" are the separate class settlements with the Mercedes Defendants (the "Mercedes Class Action Settlement") and with the Bosch Defendants (the "Bosch Class Action Settlement"), which can be found at mbbluetecsettlement.com. All capitalized terms in this Claim Form are defined in the Mercedes Class Action Settlement.

In re Mercedes-Benz Emissions Litigation
Class Action Settlement Claim Form
Claim Form Instructions

- If you are an Eligible Current Owner/Lessee, a repair order showing the Approved Emission Modification (“AEM”) is installed in your Subject Vehicle
 - **If you are an Eligible Current Owner/Lessee, you must schedule an appointment and have the AEM installed before submitting your Claim Form and required documents.** You will be eligible for a Class Member Payment only after the AEM is installed (at no charge to you).

You can check whether the AEM is available now for your Subject Vehicle by visiting the Settlement Website, **mbbluetecsettlement.com**, where you can type in your Vehicle Identification Number (“VIN”) to check the AEM availability for your vehicle, or review a listing of all Subject Vehicle models that are ready for the AEM installation. If your vehicle is not listed, you will be notified when the AEM becomes available. Please continue to check the Settlement Website for updated information. You may also call 1-877-313-0170 toll-free to find out whether an AEM is available for your Subject Vehicle.

You can find a list of the types of documents that fulfill the documentation requirements below.

CLAIM REVIEW AND PAYMENT PROCESS:

- After you have submitted your Claim Form, the Settlement Administrator will review your Claim Form and supporting documents for completeness and eligibility. The Settlement Administrator will also screen the claims for fraud and determine the payment amount.
- If the Claim Form or required documentation is incomplete, illegible, or otherwise deficient, the Settlement Administrator will notify you that there is a deficiency or that more information is needed. If you do not timely comply and/or are unable to produce the requested information, your claim will be denied and you will not receive a Class Member Payment.
- The payment amount you may receive depends on when you purchased or leased the Subject Vehicle, whether you owned or leased the Subject Vehicle at the time the AEM was installed in the Subject Vehicle, the number of claims made per Subject Vehicle and, for Eligible Current Owners/Lessees, whether your Subject Vehicle qualifies for possible additional payments. The Settlement Administrator will issue the payment after your claim is deemed complete and you are determined to be eligible for a Class Member Payment.

In re Mercedes-Benz Emissions Litigation
Class Action Settlement Claim Form
Claim Form Instructions

SECTION A: NAME AND CONTACT INFORMATION — ALL CLAIMANTS MUST COMPLETE

Please provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit your Claim Form; otherwise you may not receive your Class Member Payment.

First Name	Middle Initial	Last Name	Suffix
Mailing Address			
City	State	Zip Code	
Email Address		Best Telephone Number to Contact You	

SECTION B: VEHICLE INFORMATION — ALL CLAIMANTS MUST COMPLETE

All claimants must complete this Section B. If you are making a claim as an Eligible Former Owner or Lessee, you must provide the information for the Subject Vehicle that you formerly owned or leased.

Please provide the model and model year of your Subject Vehicle in the box below. Be sure to write clear and neatly. If you have a claim for more than one Subject Vehicle, you must submit a separate Claim Form for each Subject Vehicle.

Model	Model Year

Please enter the VIN of the Subject Vehicle you entered above. The VIN may be located on your vehicle registration, your car title or in vehicle maintenance records from your dealer. Your Mercedes-Benz Owner's Manual can also direct you to the physical location of the VIN on your vehicle. To avoid confusion between letters and numbers, please enter numbers in the same form as the chart below. Be sure to write clear and neatly.

Zero	One	Two	Three	Four	Five	Six	Seven	Eight	Nine
Ø	1	2	3	4	5	6	7	8	9

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Enter the 17-digit VIN in the boxes above.

If you have questions about filling out this form,
please visit mbbluetecsettlement.com or call 1-877-313-0170
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

In re Mercedes-Benz Emissions Litigation
Class Action Settlement Claim Form
Claim Form Instructions

NEXT STEPS AFTER COMPLETING SECTION B:

If you are a current owner or lessee of the Subject Vehicle, **fill out Section C and Section E below (skip Section D).**

If you no longer own or lease the Subject Vehicle and did not install the AEM while you possessed it, **skip Section C and fill out Sections D and E below.**

If you no longer own or lease the Subject Vehicle, but you installed the AEM while you still possessed the Subject Vehicle, **fill out Sections C and E below and skip Section D.**

**SECTION C: CURRENT OWNERS/LESSEES AND
FORMER OWNERS/LESSEES WHO INSTALLED THE AEM**

If you began owning or leasing and registered the Subject Vehicle on or before September 14, 2020 , check here:	<input style="width: 40px; height: 25px;" type="checkbox"/>
If you began owning or leasing and registered the Subject Vehicle after September 14, 2020 , check here:	<input style="width: 40px; height: 25px;" type="checkbox"/>
If the Subject Vehicle was registered in your name at the time the AEM was installed, check here: Please enter the date the AEM was installed in the Subject Vehicle (MM/DD/YYYY): <div style="border: 1px solid black; padding: 5px; display: inline-block; width: 250px; text-align: center;">/ /</div>	<input style="width: 40px; height: 25px;" type="checkbox"/>

If the Subject Vehicle was not registered in your name at the time the AEM was installed, you are not eligible for a Current Owner/Lessee Payment or Post-Announcement Owner/Lessee Payment.

Transportation Costs

If you have already installed the AEM, please select each of the following that applies to you (if any):
<div style="margin-bottom: 10px;"><input type="checkbox"/> The Authorized Service Provider took longer than 3 hours to install the AEM in my Subject Vehicle.</div> <div style="margin-bottom: 10px;"><input type="checkbox"/> No loaner vehicle, shuttle service, or other alternative transportation was made available to me.</div> <div><input type="checkbox"/> During the installation process, I did not have use of my Subject Vehicle and I incurred costs for transportation to and from the Authorized Service Provider.</div>

If all three of the above apply to you, you may be eligible to receive reimbursement (up to \$35) for transportation costs to and from the Authorized Service Provider while you did not have use of your Subject Vehicle. To receive the transportation reimbursement, you must submit with your Claim Form a receipt detailing your transportation costs. If any of the three above does not apply to you, you are not eligible for reimbursement of transportation costs.

If you are claiming Transportation Reimbursement, check here:	<input style="width: 40px; height: 25px;" type="checkbox"/>
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If you have questions about filling out this form,
please visit mbbluetecsettlement.com or call 1-877-313-0170
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

In re Mercedes-Benz Emissions Litigation
Class Action Settlement Claim Form
Claim Form Instructions

Required Documents – Current Owners and Lessees

Current Owners and Lessees must include a copy of the following supporting documents with your Claim Form to complete your claim. Please check all the boxes below that apply to you in order to confirm that you have included all the required documents. Please do not send the originals because the documents will not be returned to you. (Former Owners and Lessees do not need to provide these documents.)

DOCUMENTS REQUIRED TO COMPLETE YOUR CLAIM – CURRENT OWNERS/LESSEES*:

- ☐ A copy of your driver's license or other government-issued photo identification
- ☐ The repair order or invoice you received at the time the AEM was installed in your Subject Vehicle
- ☐ Proof that the Subject Vehicle was registered in your name at the time the AEM was installed
- ☐ Documentation of transportation costs (if seeking Transportation Reimbursement)
- ☐ Fully executed Individual Release (a copy of the Individual Release is attached to the end of this Claim Form)
- ☐ Proof that you owned or leased **and** registered the Subject Vehicle. Permitted documentation to prove ownership or lease includes your bill of sale, lease agreement, title, registration from time of purchase or lease, Department of Motor Vehicles ("DMV") registration history, financing agreement, insurance documentation listing your date of purchase or lease, or proof of lease payment; insurance documentation may suffice for proof of registration. Your documentation must show the date you acquired or leased the Subject Vehicle, as well as the date you registered it.

**You may need to provide additional documentation in certain circumstances. You will be notified if additional information is needed to complete your claim.*

SECTION D: FORMER OWNERS AND LESSEES ONLY

If you began owning or leasing and registered the Subject Vehicle **on or before September 14, 2020**, and did not have the AEM installed while you owned or leased the Subject Vehicle, check here:

Please enter the date you sold the Subject Vehicle or the date you gave back the Subject Vehicle because your lease ended (MM/DD/YYYY):

/ /

☐

If your Subject Vehicle was totaled, enter the date the Subject Vehicle was given to an insurance company (or given or sold to a junkyard, salvage dealer, or the equivalent).

/ /

If you began owning or leasing and registered the Subject Vehicle after September 14, 2020, and you did not have the AEM installed in your vehicle while you owned or leased it, you are not eligible for payment.

If you no longer own or lease the Subject Vehicle, **but you had the AEM installed** in the Subject Vehicle while (a) you owned or leased it, and (b) the Subject Vehicle was registered in your name, please fill out **Section C and Section E**.

If you have questions about filling out this form,
 please visit mbbluetecsettlement.com or call 1-877-313-0170
 To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

In re Mercedes-Benz Emissions Litigation
Class Action Settlement Claim Form
Claim Form Instructions

Required Documentation – Former Owners and Lessees

Former Owners and Lessees must include a copy of the following supporting documentation with your Claim Form to complete your claim. Please check the corresponding box to confirm that you have included the specified documentation with your claim. Please do not send the originals as the documents will not be returned to you.

DOCUMENTS REQUIRED TO COMPLETE YOUR CLAIM*:

- ☐ A copy of your driver's license or other government-issued photo identification
- ☐ Fully executed Individual Release (a copy of the Individual Release is attached to the end of this Claim Form)
- ☐ Proof that you owned or leased **and** registered the Subject Vehicle on or before September 14, 2020. Permitted documentation to prove ownership or lease includes your bill of sale, lease agreement, title, registration from time of purchase or lease, Department of Motor Vehicles ("DMV") registration history, financing agreement, insurance documentation listing your date of purchase or lease, or proof of lease payment; insurance documentation may suffice for proof of registration. Your documentation must show the date you purchased or leased the Subject Vehicle, as well as the date you registered it.
- ☐ Proof that you sold or transferred the Subject Vehicle (permitted documents include your bill of sale, trade-in receipt, copy of title transfer, or proof of lease termination)

**You may need to provide additional documentation in certain circumstances. You will be notified if additional information is needed to complete your claim.*

SECTION E: CERTIFICATION STATEMENT FOR ENTIRE CLAIM FORM
ALL CLAIMANTS MUST COMPLETE

I understand that in order to obtain relief under the Class Action Settlements, I must sign and date the following certification and provide the documentation listed above. I represent and warrant that I have authority to submit a claim for the Subject Vehicle listed above, and that any of my co-owners and co-lessees of the Subject Vehicle listed above have signed this Claim Form. I affirm under penalty of perjury that all information in this Claim Form is true and accurate to the best of my knowledge.

Signature	Date
Print Name	

CURRENT OWNERS OR LESSEES:	Claim Forms must be submitted online at mbbluetecsettlement.com or postmarked no later than October 1, 2022.
FORMER OWNERS OR LESSEES:	Claim Forms must be submitted online at mbbluetecsettlement.com or postmarked by [[75 days after Notice Date], or by the date the Court finally approves the Mercedes Class Action Settlement (if after [75 days after Notice Date])]. Please visit mbbluetecsettlement.com for updates about the deadline to submit your claim.

If you have questions about filling out this form,
please visit mbbluetecsettlement.com or call 1-877-313-0170
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

In re Mercedes-Benz Emissions Litigation

Class Action Settlement Claim Form

Claim Form Instructions

Please keep a copy of your Claim Form and all supporting documentation for your records.

Exhibit 5

INDIVIDUAL RELEASE OF CLAIMS

In re Mercedes-Benz Emissions Litigation
Case No. 16-cv-881 (D.N.J.)

MUST BE COMPLETED BY CLASS MEMBER PRIOR TO RECEIVING ANY CLASS MEMBER PAYMENT

1. In exchange for the Class Member Payment¹ that Daimler AG and Mercedes-Benz USA, LLC (the “Mercedes Defendants”) and Robert Bosch GmbH and Robert Bosch LLC (the “Bosch Defendants”) have agreed to provide to me, should the Settlement Administrator determine I am eligible to receive the Class Member Payment under the class action settlement agreements in this case² (the “Class Action Agreements”), the sufficiency of which I hereby acknowledge, I, on behalf of myself and my agents, heirs, executors and administrators, successors, assigns, insurers, attorneys (including any of my attorneys who are not Class Counsel), representatives, shareholders, owners associations, and any other legal or natural persons who may claim by, through, or under them, hereby fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit any and all claims, demands, actions, or causes of action, of any kind or nature whatsoever, whether in law or in equity, contractual, quasi-contractual or statutory, known or unknown, direct, indirect or consequential, liquidated or unliquidated, past, present or future, foreseen or unforeseen, developed or undeveloped, contingent or non-contingent, suspected or unsuspected, whether or not concealed or hidden, that I may have, purport to have, or may hereafter have against any Released Party arising out of, in whole or in part, or in any way related to the BlueTEC Diesel Matter, except for claims of personal injury or wrongful death (the “Released Claims,” as defined more fully in Section 10.3 of the Class Action Agreements).
2. “BlueTEC Diesel Matter” means all claims arising from or in any way relating to: (1) the design, manufacture, assembly, testing, development, installation, performance, presence, disclosure, or nondisclosure of any auxiliary emission control device (“AECD”) (as defined in 40 C.F.R. § 86.1803-01) or defeat device (as defined in 40 C.F.R. § 86.1803-01 or 42 U.S.C. § 7522(a)(3)(B)) in any Subject Vehicle, as that term is defined in the Class Action Agreements; (2) the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment and methods and related hardware or software in Subject Vehicles, including Diesel Exhaust Fluid and associated equipment, Selective Catalytic Reduction systems, electronic control units, and emission-related software programming, coding, and calibrations; (3) overpayment or diminution in

¹ The terms “Action,” “Class Counsel,” “Class Member Payment,” “Court,” “Final Approval Order,” “Release,” “Released Claims,” and “Settlement Administrator,” “Valid Claim,” and any other term not specifically defined herein, have the meanings given to them in the Class Action Agreements. A copy of each Class Action Agreement is available at **mbbluetecsettlement.com**.

² D.E. 299-2 (settlement with Mercedes Defendants); [insert reference to MB Emissions docket entry corresponding to Bosch settlement agreement, once filed]

value related to the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment and methods and related hardware or software in Subject Vehicles; (4) the actual or alleged noncompliance of any Subject Vehicle with state or federal environmental or emissions standards; (5) the marketing or advertisement of the emissions or environmental characteristics or performance of any Subject Vehicle, including as clean diesel, clean, low emissions, green, environmentally friendly, and/or compliant with state or federal environmental or emissions standards; (6) the marketing or advertisement of the fuel efficiency, fuel economy, mileage, power, drivability, or performance of any Subject Vehicle, to the extent related in any way to the emissions performance, the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment and methods, and related hardware or software; (7) any badges, signage, or BlueTEC labels on the Subject Vehicles, including any badges or signage placed on the Subject Vehicles at the point of sale or in an advertisement; (8) performance of the AEM in a Subject Vehicle, exclusive of the Extended Modification Warranty and any “Lemon Law” protections available to Class Members; (9) whether the Subject Vehicles meet or exceed (or met or exceeded) consumer expectations, to the extent related in any way to the emissions performance, the design, manufacture, assembly, testing, development, installation, or performance of emission control equipment, and methods and related hardware or software; or (10) the subject matter of the Action as well as events or allegations related to the Action, with respect to the Subject Vehicles. Without limiting the foregoing, “BlueTEC Diesel Matter” includes allegations that (i) are related to any Subject Vehicle, (ii) relate to conduct by a Released Party that predates the date of the Class Action Settlements, and (iii) formed or relate to the factual basis for a claim that was made or could have been made in the Complaint. As used in this Individual Release, “Released Party” and “Released Parties” includes the Mercedes Defendants and Bosch Defendants, and any other Person included in the definition of those terms in the Class Action Agreements.

3. This Individual Release shall become effective and binding immediately upon my receipt of the Class Member Payment made to me under the Class Action Agreements. I expressly understand and acknowledge that the Settlement Administrator will make final and unreviewable decisions regarding the Class Member Payment under the Class Action Settlements, and that this Individual Release remains effective and binding even if I disagree with the amount of my Class Member Payment. It is expressly understood and agreed that this is a compromise of a disputed claim and that the Mercedes Defendants and Bosch Defendants have denied and continue to deny that they are in any way liable or responsible for the alleged conduct and damages claimed in the Action. Neither the Class Action Agreements, the compromise of the Action, this Individual Release, nor any act performed or document executed pursuant to or in furtherance of this Individual Release or the Class Action Agreements is, may be deemed to be, or may be used as an admission of, or evidence of, the validity of any of the Released Claims, or of any wrongdoing or liability of Released Parties; or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. If, for any reason, I receive the Class Member Payment under one Class Action Agreement but not the other, this Individual Release shall be immediately effective and binding as to the

Released Claims against the Released Parties as those terms are defined by the Class Action Agreement under which I receive the Class Member Payment.

4. This Individual Release supplements the Release and associated provisions set forth in Section 10 of the Class Action Agreements. It does not supersede them.
5. I expressly understand and acknowledge that this Individual Release applies to claims of which I might not presently be aware. I expressly understand and acknowledge Section 1542 of the California Civil Code, which provides: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”** I acknowledge that I am aware of the contents and effect of Section 1542 of the California Civil Code and have considered the possibility that the number, nature, or magnitude of all claims may not currently be known. To ensure that this Individual Release is interpreted fully in accordance with its terms, I expressly waive and relinquish any and all rights and benefits that I may have under Section 1542 of the California Civil Code to the extent that such section may be applicable to the Individual Release and likewise expressly waive and relinquish any rights or benefits of any law of any state, territory, county, municipality, or city of the United States, federal law or principle of common law, or of international, foreign, or tribal law, which is similar, comparable, analogous, or equivalent to Section 1542 of the California Civil Code to the extent that such laws or principles may be applicable to the Individual Release.
6. **I expressly understand and acknowledge that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that I now know or believe to be true, related to the BlueTEC Diesel Matter, the Released Claims, and/or the Individual Release. Nevertheless, it is my intention to fully, finally, irrevocably, and forever release, waive, discharge, relinquish, settle, and acquit all Released Claims which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding).** This includes, without limitation, any claims I have or may have with respect to the BlueTEC Diesel Matter under the Trade Regulation Rule Concerning the Preservation of Consumers' Claims and Defenses, 16 C.F.R. § 433.2 (the “Holder Rule”).
7. This Individual Release shall remain effective regardless of any judicial, quasi-judicial, arbitral, administrative, regulatory, or other decision relating to the liability of any Released Party in connection with the BlueTEC Diesel Matter and shall be binding on me immediately upon my receipt of the Class Member Payment made to me under the Class Action Agreements. If, for any reason, I receive the Class Member Payment under one Class Action Agreement but not the other, this Individual Release shall be immediately effective and binding as to the Released Claims against the Released Parties as those terms are defined by the Class Action Agreement under which I receive the Class Member Payment. For the avoidance of doubt, this Individual Release shall remain effective even if the Court does not enter the Final Approval Order, the Final Approval Order is reversed and/or vacated on appeal, or if the Class Action Agreements are abrogated or otherwise voided in whole or in part.

8. This Individual Release waives or releases any right to receive further monetary compensation beyond the Class Member Payment under the Class Action Agreements or to pursue additional benefits under the Class Action Agreements, or in any other manner relating to the BlueTEC Diesel Matter, except to the extent I submit a Valid Claim for another vehicle I own or lease (or formerly owned or leased) that is eligible for compensation under the Class Action Agreements.
9. This Individual Release, and any dispute arising out of or related to this Individual Release, shall be governed by and interpreted according to the Federal Rules of Civil Procedure and applicable jurisprudence relating thereto, and the laws of the State of New Jersey notwithstanding its conflict of law provisions. Once it becomes binding on me, this Individual Release will be binding upon my successors, transferees, and assigns.
10. In the event that I am not bound by the Release in the Class Action Agreements, any matters concerning this Individual Release, including any disagreement as to whether this Individual Release is effective, shall be settled by binding arbitration. The arbitrator shall award to the prevailing party all of its attorneys' fees and costs, and its share of the costs and administrative fees due to the arbitrator.
11. I expressly agree that this Individual Release is, and may be raised as, a complete defense to, and will preclude, any lawsuit, action, or other proceeding involving claims encompassed by this Individual Release. I shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or other proceeding against the Released Parties with respect to the claims, causes of action, and/or any other matters subject to this Individual Release. To the extent that I have initiated, or caused to be initiated, any suit, action, or proceeding subject to this Individual Release that is not already encompassed by the Action, I shall promptly cause my claims in any such suit, action, or proceeding to be dismissed with prejudice. If I commence, file, initiate, or institute any legal action or other proceeding for any Released Claim against any Released Party in any federal or state court, arbitral tribunal, or administrative or other forum, (1) such legal action or other proceeding shall be dismissed with prejudice at my cost; (2) any refusal or failure to immediately dismiss such claims shall provide a basis for any Released Party to seek an injunction, sanctions, or other appropriate relief; and (3) the respective Released Party shall be entitled to recover any and all reasonable related costs and expenses from me arising as a result of my breach of my obligations under this Individual Release.
12. I represent and warrant that I have carefully read and understand this Individual Release and that I executed it freely, voluntarily, and without being pressured or influenced by, or relying on, any statement or representation made by any person or entity acting on behalf of any Released Party. I certify that I understand that I have the right to consult with an attorney of my choice before signing this Individual Release.
13. I represent and warrant that I have authority to execute this Individual Release and that I am the sole and exclusive owner of all claims that I am releasing pursuant to this Individual Release. I acknowledge that I have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or

in any way whatsoever pertaining to the BlueTEC Diesel Matter, including without limitation, any claim for benefits, proceeds, or value under the Action or the BlueTEC Diesel Matter. I am not aware of anyone other than myself claiming any interest, in whole or in part, in any benefits, proceeds, or values to which I may be entitled as a result of the Action or BlueTEC Diesel Matter. I agree to hold the Released Parties harmless and agree to indemnify and defend the Released Parties from all claims, liability, loss, cost, or expense, including attorney fees, incurred in the future due to the assertion by anyone of any claim, including any claim for damages, based on such person's alleged ownership of, or interest in, the claims that I am releasing pursuant to this Individual Release.

14. I agree that if any of the consideration received for this Individual Release is construed to be income, it is my sole responsibility to pay taxes on the amount construed to be income and I agree to indemnify and hold all Released Parties harmless on any claim of liability for such taxes, penalties, or interest.
15. If any term, provision, promise, or condition of this Individual Release is determined by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, in whole or in part, under any present or future law, the remainder of this Individual Release shall remain in full force and effect and shall in no way be affected, impaired, or invalidated to the maximum extent permitted by law.

I acknowledge that I have read and understand this Individual Release and that I have freely executed it by signing below.

Date: _____

Printed Name *Signature*